CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 14, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

AGENDA

- □ **CALL TO ORDER:**
- □ **PRAYER:**
- □ **PLEDGE OF ALLEGIANCE:**
- □ **ROLL CALL:**
- □ **HONORS, AWARDS, AND PRESENTATIONS:**
  - **A. Juneteenth Independence Day Resolution** City Commission
- □ **PUBLIC COMMENT ON AGENDA ITEMS:**
- □ **CONSENT AGENDA:**
  - **A. Approval of Minutes** City Clerk
  - **B. Fair Housing Services Agreement** Community & Neighborhood Services
  - **C. 1761 Clinton – House Move** City Manager
  - **D. CSX Salvage Plan** City Manager
  - **E. MDOT Agreement for Terrace Street** Public Works
  - **F. Arena Roof Lease and Power Purchase Agreement** Public Works
  - **G. City of Muskegon Housing Study and Needs Assessment Firm Recommendation** Development Services
  - **H. Sanitation Fee Resolution** Finance
  - **I. Beach Parking – Neighboring Community Proposal** City Manager REMOVED
  - **J. Request to Fly Juneteenth Flag** City Clerk
- □ **PUBLIC HEARINGS:**
  - **A. FY 2022-2023 Budget Transmittal** Finance
- □ **UNFINISHED BUSINESS:**

□ **NEW BUSINESS:**

A. **Concession Agreement – B & S Bikes** Public Works

B. **Rezoning 930 W. Sherman** Planning

C. **Zoning Ordinance Amendment – Height Overlay District** Planning

D. **West Urban ARP Agreement Amendment** Development Services/Economic Development

E. **West Urban PILOT Agreement Amendment** Development Services/Economic Development

F. **Sale – 1375 James, 1284 James, 1057 Leonard, 1067 Leonard, 1077 Leonard, 1087 Leonard** Planning

□ **ANY OTHER BUSINESS:**

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

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

□ **CLOSED SESSION:**

□ **ADJOURNMENT:**

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

CITY OF MUSKEGON HONORING JUNETEENTH NATIONAL INDEPENDENCE DAY RESOLUTION

WHEREAS, the United State of America formally recognized Juneteenth, celebrated on June 19, as a federal holiday with the signing of the Juneteenth National Independence Day Act on June 17, 2021, commemorating the emancipation of enslaved African Americans; and

WHEREAS, news of the end of slavery did not reach the frontier areas of the United States, in particular the State of Texas and the other southwestern states, until months after the conclusion of the Civil War, more than 2½ years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news that the Civil War had ended and that more than 200,000 enslaved African Americans were finally free; and

WHEREAS, African Americans who had been slaves in the Southwest celebrated June 19, commonly known as “Juneteenth Independence Day”, as inspiration and encouragement for future generations; and

WHEREAS, African Americans from the Southwest have continued the tradition of observing Juneteenth Independence Day for over 150 years; and

WHEREAS, 45 States and the District of Columbia have designated Juneteenth Independence Day as a special day of observance in recognition of the emancipation of all slaves in the United States; and

WHEREAS, Juneteenth Independence Day celebrations have been held to honor African American freedom while encouraging self-development and respect for all cultures; and

WHEREAS, the faith and strength of character demonstrated by former slaves and the descendants of former slaves, along with their great many contributions to America, remain an example for all people of the United States and around the world, regardless of background, religion, or race; and

WHEREAS, slavery was not officially abolished until the ratification of the 13th Amendment to the Constitution of the United States in December 1865; and

WHEREAS, over the course of its history, the United States has grown into a symbol of democracy and freedom around the world; and

WHEREAS, Juneteenth Independence Day provides an opportunity for Muskegon residents and all Americans to learn more about the past and to better understand the experiences that have shaped the United States; and recognizes that the observance of the end of slavery is part of the history and heritage of the United States of America.

NOW, THEREFORE, BE IT RESOLVED that the City Commission for the City of Muskegon respectfully honors and acknowledges the 19th day of June as Juneteenth National Independence Day.

The foregoing Resolution was offered by Vice Mayor Willie German, Jr. and supported by Commissioner ______________, and same was duly passed at a general session of the City of Muskegon City Commission, with the vote as follows:

Yeas:
Nays:
Absent:

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on June 14, 2022.

By: ________________________
Kenneth D. Johnson
Mayor

By: ________________________
Ann Marie Meisch, MMC
Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk

Brief Summary: To approve the minutes of the May 9, 2022 Work Session Meeting and May 10, 2022 Regular Meeting.

Detailed Summary: N/A

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: To approve the minutes.

For City Clerk Use Only:

Commission Action:

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, May 9, 2022
5:30 p.m.
City Commission Chambers
933 Terrace Street, Muskegon, MI 49440

MINUTES

2019-41

Present: Mayor Johnson, Vice Mayor German, Commissioners Gorman, St.Clair, Hood, and Ramsey

Absent: Commissioner Emory

eScribe Meeting Manager Software Demo
Blair MacDonald, Representative from eScribe provided a brief overview and demonstration of the eScribe product that the City Clerk's Office intends to enter into an agreement with for Agenda Management software.

The core of eScribe's end-to-end meeting management solution, Meeting Manager, optimizes the creation of agendas, minutes, and action lists while providing a flexible platform for adding further eScribe functionality. Meeting Manager streamlines and automates tasks before, during, and after meetings, with unlimited customizable templates and user-configurable workflows.

Currently the city uses manual processes to prepare and publish agendas, packets, and minutes. The process can be very time consuming and requires multiple steps. The eScribe product puts the responsibility for agenda items in the hand of departments. It's easy to edit agenda items and re-organize them with single drag-and-drop. Pre-populating minutes during the meeting also saves time. eScribe also offers multiple add-on modules which may be beneficial to the City at a later date.

HOME American Rescue Plan (ARP)
HUD has awarded the City of Muskegon HOME ARP funds in addition to our regular FY2021 HOME formula allocation. These funds are to be used (one-time) to create a significant opportunity to meet the housing and service needs of our community's most vulnerable population.

CNS proposes to use these funds to provide resources to youth at risk of homelessness (under the age of 18) who are struggling to have shelter/housing, lack of mentors and health services. Support the development of non-congregate shelter for those identified as uncovered youth.

In addition, partnering agencies within the county of Muskegon will assist with resources to offset immediate housing stabilization. CNS is proposing the purchase of existing Rental Housing units within our community in order to mandate HUD HOME rents to those identified as homeless in our community- individuals or families assessed and counted as eligible through our Muskegon Continuum of Care.

Lastly, these HOME funds will continue to supply the housing market with Affordable housing choices to those who income qualify to purchase. This process is faster with existing properties within our county and HOME allocation funds.

This item will appear on the Tuesday, May 10, 2022 Agenda for consideration.

Shoreline Drive Traffic Study

Staff solicited proposals from engineering firms to provide comprehensive traffic engineering services related to conceptual development, design, and traffic study completion for a pilot road diet on Shoreline Drive.

Staff is requesting to award the engineering services agreement to the highest scoring firm (Progressive AE)

Firm	**Score**
Hubbell, Roth & Clark	745
Progressive AE	**755**
Rowe PSC	735
Spalding DeDecker	710

Staff scored the proposals using Qualifications Based Selection criteria to ensure we were selecting the best partner for this important project. The scoring showed Progressive AE as the leading firm, and staff recommends contracting with them based on their proposal and their history of service. Progressive AE has provided admirable engineering services for the City of Muskegon in the past, including on previous traffic engineering projects in the area in particular for the development of the Convention Center. A summary score table is shown.

This item will appear on the Tuesday, May 10, 2022 Agenda for consideration.

Excise Tax Allocation

The City received $112,000 in marihuana excise tax revenue in 2021 and we will be receiving $451,628 in 2022. Staff has prepared a spreadsheet that explains 2021 expenditures and proposed 2022 expenditures.

This item will appear on the Tuesday, May 10, 2022 Agenda for consideration.

3rd Quarter Reforecast

At this time staff is asking for approval of the 3rd Quarter Budget Reforecast for the FY2021-22 budget year as presented.

The Finance Department has adjusted numerous accounts, some of the notable changes in revenue are as follows:

We have seen a modest increase in Property Tax & Property Tax Sanitation collections through the 3rd Quarter. Revenue projections are up over $200,000 from the original budget.

Revenue projections from our Inspections which includes building, electrical, and heating are down $72,000 from the original budget.

The Marihuana excise tax payment was significantly larger than expected. This year's payment was $451,627 compared to our first payment of $112,005. This revenue is in our State Grant fund 101-00000-4400.

Miscellaneous & Sundry revenue 101-00000-4800 is up significantly due to a one-time overpayment correction.

101-00000-4904 represents ARPA money coming into the General Fund.

Some of the notable changes in expenses are as follows:

The Police budget was raised by almost $400,000 primarily due to salary increases, retirements, and comp payouts.

This 3rd Quarter reforecast reflects the $2,668,933 that the Commission approved to transfer to the Convention Center from the General Fund.

The Central Dispatch Capital Project expenditure number has been lowered from $1,100,000 to $289,176, this project is now complete.

Changes specific to Mercy Health Arena – revenues are projected to be up more than $1.2 million than the original budget. However, almost $650,000 of the revenue is coming from Carlisle's for reimbursement of the buildout.

We had to increase revenue projections on quite a few line items for the Arena.

Water and Sewer Funds also have adjustments. The Sewer Fund had some minor revenue increases. We are reducing Muskegon County Wastewater Treatment costs to $5,000,000 based on the current projections. The original budgeted for 20/21 was $6,000,000 and then was reduced to $5,500,000 in the 1st quarter.

The Water & Sewer Maintenance Depart (60559) had to have its budget increased by $130,000 primarily due to salaries and supply costs.

We had to lower our Wholesale Water revenue projections by $400,000 and are behind last year's pace, this is a more realistic number.

This item will appear on the Tuesday, May 10, 2022 Agenda for consideration.

Public Comment: Public comments were received.

Adjournment: The City Commission meeting adjourned at 8:02 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

MAY 10, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, May 10, 2022. Sister Agnes Mary, St. Michael the Archangel Catholic Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Ken Johnson, Vice Mayor Willie German, Jr., Commissioners, Eric Hood, Teresa Emory, Rachel Gorman, Rebecca St.Clair, and Michael Ramsey Interim City Manager LeighAnn Mikesell, City Attorney John Schrier, and City Clerk Ann Meisch.

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2022-42 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the April 11, 2022 Worksession, April 12, 2022 Regular meeting, and April 15, 2022 Special Goal Setting meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Analysis of Impediments Community and Neighborhood Services

SUMMARY OF REQUEST: Every year, the Department of Housing and Urban Development (HUD) reviews grantees to assess fair housing priorities and goals. An Analysis and Impediments Study is to further Fair Housing Choice which is required by all Community Development Block Grant recipients every 5 years. The study will encompass a complete review of patterns of integration/segregation, racial disparity or concentrated areas of poverty, disparity of choice, ethical practice of lenders, policies/ordinances that create housing needs to minority and disadvantaged citizens of the grantee's community.

The cities of Muskegon, Muskegon Heights, and Norton Shores are partnering within the county of Muskegon to accept the proposal from RKG Associates and enter into an agreement with them to conduct an Analysis of Impediment (AI) Study.

It is necessary to initiate an Analysis of Impediment Study to further Fair Housing Choice within the cities of Muskegon, Muskegon Heights, and Norton Shores. The Study will evaluate, monitor, and address any Fair Housing issues and resolve/promote housing choice within our communities as required. The costs of the $110,000 will be split between three municipalities.

AMOUNT REQUESTED: $36,666.67 AMOUNT BUDGETED: $40,000

FUND OR ACCOUNT: CDBG-CV

STAFF RECOMMENDATION: Authorize the CNS department to enter into agreement with partnering cities of Muskegon Heights and Norton Shores to hire RKG Associates to complete the Analysis of Impediments Study for the City of Muskegon.

C. DDA Liquor License – 451 W Western Planning

SUMMARY OF REQUEST: Hissom Restaurant Group, LLC is requesting a Downtown Development Authority On-Premise Liquor License for the building at 451 W Western Avenue. The Liquor Control Commission allows for additional liquor licenses within Downtown Development Authority Districts under certain conditions.

STAFF RECOMMENDATION: To approve the request for a Downtown Development Authority On-Premise Liquor License for the building at 451 W Western Avenue.

F. Concession Agreement – So Ridiculously Delicious Public Works

SUMMARY OF REQUEST: Staff is asking permission to enter into a contractual agreement with Alisa Jordan of “So Ridiculously Delicious” at Reese Park. “So Ridiculously Delicious” operated last year at the park with no issues, and Ms. Jordan has proposed to provide the same service again this year. Fees to the City for the concession would be $250.00 plus 5% of Gross Receipts. Staff will confirm an updated food service license before allowing the concession to operate this year.

STAFF RECOMMENDATION: Authorize staff to enter into a Concession Agreement with Alisa Jordan of “So Ridiculously Delicious” at Reese park for 2022.

I. Street Vacations – Larch Avenue and Clinton Street Planning

SUMMARY OF REQUEST: Staff initiated request to vacate Larch Avenue east of Peck Street and west of Leahy Street and to also vacate Clinton Street south of Larch Avenue and north of Laketon Avenue. The Planning Commission unanimously recommended vacation of the streets at their April meeting.

STAFF RECOMMENDATION: To approve the request to vacate Larch Avenue east of Peck Street and west of Leahy Street and also to vacate Clinton Street south of Larch Avenue and north of Laketon Avenue.

J. **Sale – 1375 James Street** Planning – REMOVED PER STAFF REQUEST

K. **eScribe Meeting Manager Software** Clerk – REMOVED PER STAFF REQUEST

Motion by Commissioner Gorman, second by Commissioner Ramsey, to accept the consent agenda as presented, minus item D, E, G, and H.

ROLL VOTE: Ayes: Gorman, Emory, St.Clair, Johnson, Hood, Ramsey, and German

Nays: None

MOTION PASSES

2022-43 REMOVED FROM CONSENT AGENDA:

D. **Sale – 535 Yuba Street** Planning

SUMMARY OF REQUEST: City staff is seeking authorization to sell the City owned vacant lot at 535 Yuba Street to James E. Locke, Jr. Mr. Locke would like to purchase the City owned buildable lot at 535 Yuba Street for $2,400 (74% of the True Cash Value of $3,200) plus half of the closing costs and the fee to register the deed. Mr. Locke will be constructing a single-family home on the property.

STAFF RECOMMENDATION: Authorize the Code Coordinator to complete the sale of 535 Yuba Street, as described in the purchase agreement, and to have the Mayor and Clerk sign the purchase agreement and deed.

Motion by Vice Mayor German, second by Commissioner Gorman, to authorize the Code Coordinator to complete the sale of 535 Yuba Street, as described in the purchase agreement, and to have the Mayor and Clerk sign the purchase agreement and deed.

ROLL VOTE: Ayes: Emory, St.Clair, Johnson, Hood, Ramsey, German, and Gorman

Nays: None

MOTION PASSES

E. **Shoreline Drive Engineering Services** Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to approve a Professional Services Agreement with Progressive AE to provide traffic engineering services for a pilot road diet and traffic study on Shoreline Drive.

Staff solicited proposals from engineering firms to provide comprehensive traffic engineering services related to conceptual development, design, and traffic study completion for a pilot road diet on Shoreline Drive.

Staff is requesting to award the engineering services agreement to the highest scoring firm (Progressive AE)

Firm	Score
Hubbell, Roth & Clark	745
Progressive AE	**755**
Rowe PSC	735
Spalding DeDecker	710

Staff scored the proposals using Qualifications Based Selection criteria to ensure we were selecting the best partner for this important project. The scoring showed Progressive AE as the leading firm, and staff recommends contracting with them based on their proposal and their history of service. Progressive AE has provided admirable engineering services for the City of Muskegon in the past, including on previous traffic engineering projects in the area in particular for the development of the Convention Center. A summary score table is shown.

AMOUNT REQUESTED:
$49,090

AMOUNT BUDGETED:
$15,000 (21/22)
$100,000 (22/23 – proposed)

STAFF RECOMMENDATION: Authorize staff to sign a professional services agreement with Progressive AE in an amount of $49,090 to provide traffic engineering services for the development and study of the pilot road diet on Shoreline Drive.

Motion by Vice Mayor German, second by Commissioner Gorman, to authorize staff to sign a professional services agreement with Progressive AE in an amount of $49,090 to provide traffic engineering services for the development and study of the pilot road diet on Shoreline Drive.

ROLL VOTE: Ayes: St.Clair, Johnson, Hood, Ramsey, Gorman, and Emory

Nays: German

MOTION PASSES

G. <u>Concession Agreement – Michigan Lighthouse Conservancy</u> Public Works

SUMMARY OF REQUEST: Staff is asking permission to enter into a 3-year contractual agreement with Erin Vorgias of the Michigan Lighthouse Conservancy – Muskegon Lights Branch to operate a gift shop and to support the tour operations in the chalet at Pere Marquette Park.

Staff is asking permission to enter into a Concession Agreement from May 10, 2022 – May 10, 2025 with Erin Vorgias of the Michigan Lighthouse Conservancy – Muskegon Lights Branch. Ms. Vorgias has proposed to operate a gift shop and support facility for their tour operations in the chalet at Pere Marquette Park

MLC is proposing to pay the standard $1,000 annual fee to the city for the right to use the facility, but is asking for the standard 5% of gross receipts to be waived to help support the capital fundraising goals of the 501c3 organization as they work to secure funds for need repairs at the lights.

STAFF RECOMMENDATION: Authorize staff to enter into a 3-year Concession Agreement with Erin Vorgias of the Michigan Lighthouse Conservancy for use of the chalet at Pere Marquette Park.

1st Motion - Motion by Commissioner Emory, second by Vice Mayor German, to authorize staff to enter into a 3-year Concession Agreement with Erin Vorgias of the Michigan Lighthouse Conservancy for use of the chalet at Pere Marquette Park and to waive the Annual Fee as well as the percentage of gross receipts.

2nd Motion - Motion by Commissioner Hood, second by Commissioner Ramsey, to table this item until May 24, 2022.

ROLL VOTE: Ayes: Hood, Ramsey, German, Gorman, Emory, St.Clair, and Johnson

Nays: None

MOTION PASSES

H. <u>Sale – 523 Yuba Street</u> Planning

SUMMARY OF REQUEST: City staff is seeking authorization to amend the City Commission approved purchase agreement from the April 12, 2022, meeting to add one additional City owned vacant lot to Stephens Homes and Investments LLC purchase.

Stephens Homes and Investments LLC will be constructing one single family home on this additional lot owned by the City of Muskegon. The property is zoned R-1 (Single Family Residential). This will be sold for 75% of the True Cash Value (TCV) per policy. The selling price for this lot will be $2,400. The property is located in the Brownfield Development area. This property will be added to the other nine following the requirement that a home will also be constructed within twenty-four (24) months.

STAFF RECOMMENDATION: Authorize the Code Coordinator to work with the developer and complete the sale of this additional city owned buildable lot as described and to have the Mayor and Clerk sign the deed.

Motion by Vice Mayor German, second by Commissioner St.Clair, to authorize the Code Coordinator to work with the developer and complete the sale of this additional City owned buildable lot as described and to have the Mayor and

Clerk sign the deed.

ROLL VOTE: **Ayes: Ramsey, German, Gorman, Emory, St.Clair, Johnson, and Hood**

Nays: None

MOTION PASSES

2022-44 PUBLIC HEARINGS:

A. <u>Commercial Rehabilitation Certificate – 130 E Apple Avenue</u> Planning

SUMMARY OF REQUEST: Pursuant to Public Act 210 of 2005, as amended, The Forrest Group of West Michigan LLC has requested the issuance of a Commercial Rehabilitation Certificate at 130 E. Apple Avenue.

The Certificate will freeze the taxable value of the building and exempt the new real property investment from local taxes. The school operating tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act. The City Commission approved the creation of the Commercial Rehabilitation District at its March 8 meeting. The estimated cost of rehabilitation is $300,000. The tax incentive committee has recommended an abatement duration of three (3) years.

STAFF RECOMMENDATION: To approve the issuance of a Commercial Rehabilitation Certificate at 130 E Apple Avenue for a duration of three (3) years.

PUBLIC HEARING COMMENCED: No public comments received.

Motion by Commissioner Ramsey, second by Commissioner Hood, to close the public hearing and approve the issuance of a Commercial Rehabilitation Certificate at 130 E Apple Avenue for a duration of five (5) years.

ROLL VOTE: **Ayes: German, Gorman, Emory, St.Clair, Johnson, Hood, and Ramsey**

Nays: None

MOTION PASSES

B. <u>HOME American Rescue Plan (ARP) Hearing</u> Community and Neighborhood Services

SUMMARY OF REQUEST: HUD has awarded the City of Muskegon HOME ARP funds in addition to our regular FY2021 HOME formula allocation. These funds are to be used (one-time) to create a significant opportunity to meet the housing and service needs of our community's most vulnerable population.

CNS proposes to use these funds to provide resources to youth at risk of homelessness (under the age of 18) who are struggling to have shelter/housing, lack of mentors and health services. Support the development of non-congregate shelter for those identified as uncovered youth.

In addition, partnering agencies within the county of Muskegon will assist with resources to offset immediate housing stabilization. CNS is proposing the purchase of existing Rental Housing units within our community in order to mandate HUD HOME rents to those identified as homeless in our community- individuals or families assessed and counted as eligible through our Muskegon Continuum of Care.

Lastly, these HOME funds will continue to supply the housing market with Affordable housing choices to those who income qualify to purchase. This process is faster with existing properties within our county and HOME allocation funds.

AMOUNT REQUESTED: $1,035,512.50 AMOUNT BUDGETED: $1,218,250.00

FUND OR ACCOUNT: HOME ARP

STAFF RECOMMENDATION: Authorize CNS to submit the proposed project(s) selections itemized within this request: Youth Services and Employment, Affordable Rental and Homeownership Housing opportunities.

PUBLIC HEARING COMMENCED:

Rachel Zaragoza with MAISD, homeless youth coordinator for our region of the state, spoke in support of providing funds for homeless students.

Nicole Darcy, homeless liaison with Muskegon Public Schools, spoke in support of providing support of providing funds for homeless students.

Chauncey Williams, representing Muskegon Public Schools as the K-12 Career and College facilitator, spoke in favor of a program supporting homeless students.

Diane Foster, 135 Ottawa, spoke in favor of the program and thinks we should increase the age limit to 18.

LaShonda Young, 11886 Heights Ravenna Road, spoke about her experience and in support of a program to support homeless youth.

Brenda Frierson-Grider, 1081 Green, spoke about her person experience and supports a program for homeless youth.

Motion by Commissioner Ramsey, second by Commissioner St.Clair, to close the public hearing and authorize CNS to submit the proposed project(s) selections itemized within this request: Youth Services and Employment, Affordable Rental and Homeownership Housing opportunities.

ROLL VOTE: Ayes: Gorman, Emory, St.Clair, Johnson, Hood, Ramsey, and German

Nays: None

MOTION PASSES

2022-45 NEW BUSINESS:

A. <u>Housing Board of Appeals Demolitions</u> Public Safety

1969 Kinsey Street

2123 Henry Street (Garage only)

SUMMARY OF REQUEST: The Housing Board of Appeals approved the demolition of 1969 Kinsey and 2123 Henry Street (garage only).

This is to request that the City Commission concur with the finding of the Housing Board of Appeals that the structures located at 1969 Kinsey and 2123 Henry Street (garage only), are unsafe, substandard, a public nuisance a that they be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent, or responsible party if they do not demolish the structure.

FUND OR ACCOUNT: 101-80387-5356

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals to demolish 1969 Kinsey and 2123 Henry Street (garage only) and approval from commission to accept bids on this demolition.

First Motion - Motion by Commissioner Ramsey, second by Commissioner Gorman, to concur with the Housing Board of Appeals to demolish 1969 Kinsey and approval from the City Commission to accept bids on this demolition.

ROLL VOTE: Ayes: Emory, St.Clair, Johnson, Hood, Ramsey, German, and Gorman

Nays: None

MOTION PASSES

Second Motion - Motion by Commissioner Ramsey, second by Commissioner Hood, to concur with the Housing Board of Appeals to demolish 2123 Henry (garage only) and approval from the City Commission to accept bids on this demolition.

ROLL VOTE: Ayes: St.Clair, Johnson, Hood, Ramsey, German, Gorman, and Emory

Nays: None

MOTION PASSES

B. <u>3rd Quarter Reforecast</u> Finance

SUMMARY OF REQUEST: At this time staff is asking for approval of the 3rd Quarter

Budget Reforecast for FY 2021-22 budget year as presented.

The Finance Department has adjusted numerous accounts, some of the notable changes in revenue are as follows:

We have seen a modest increase in Property Tax & Property Tax Sanitation collections through the 3rd Quarter. Revenue projections are up over $200,000 from the original budget.

Revenue projections from our Inspections which includes building, electrical, and heating are down $72,000 from the original budget.

The Marihuana excise tax payment was significantly larger than expected. This year's payment was $451,627 compared to our first payment of $112,005. This revenue is in our State Grant fund 101-00000-4400.

Miscellaneous & Sundry revenue 101-00000-4800 is up significantly due to a one-time overpayment correction.

101-00000-4904 represents ARPA money coming into the General Fund.

Some of the notable changes in expenses are as follows:

The Police budget was raised by almost $400,000 primarily due to salary increases, retirements, and comp payouts.

This 3rd Quarter reforecast reflects the $2,668,933 that the Commission approved to transfer to the Convention Center from the General Fund.

The Central Dispatch Capital Project expenditure number has been lowered from $1,100,000 to $289,176, this project is now complete.

Changes specific to Mercy Health Arena – revenues are projected to be up more than $1.2 million than the original budget. However, almost $650,000 of the revenue is coming from Carlisle's for reimbursement of the buildout.

We had to increase revenue projections on quite a few line items for the Arena.

Water and Sewer Funds also have adjustments. The Sewer Fund had some minor revenue increases. We are reducing Muskegon County Wastewater Treatment costs to $5,000,000 based on the current projections. The original budgeted for 20/21 was $6,000,000 and then was reduced to $5,500,000 in the 1st quarter.

The Water & Sewer Maintenance Depart (60559) had to have its budget increased by $130,000 primarily due to salaries and supply costs.

We had to lower our Wholesale Water revenue projections by $400,000 and are behind last year's pace, this is a more realistic number.

STAFF RECOMMENDATION: To approve the 3rd Quarter FY2021-22 Budget Reforecast as presented.

Motion by Commissioner Ramsey, second by Commissioner Emory, to approve the 3rd Quarter FY2021-22 Budget Reforecast as presented.

ROLL VOTE: Ayes: St.Clair, Johnson, Hood, Ramsey, German, Gorman, and Emory

Nays: None

MOTION PASSES

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

ADJOURNMENT: The City Commission meeting adjourned at 7:35 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: Fair Housing Services Agreement
Submitted By: Oneata Bailey	Department: CNS

Brief Summary: The cities of Muskegon, Muskegon Heights and Norton Shores are currently in agreement with the Fair Housing Center of West Michigan(FHCWM) that ends June 30, 2022. The work that is performed by FHCWM is vital to show that we are furthering further fair housing initiatives in our community/region.

The proposed agreement will continue to offer education, testing, trainings and reports of each community's practice and inquiries received of fair housing complaints. The 3 –year agreement will begin July 1, 2022 and expire June 20, 2025.

Please see proposed agreement and attachment.

Amount Requested: $28,620.00	Amount Budgeted: $182,578.00
Fund(s) or Account(s): CDBG	Fund(s) or Account(s): FY22 CDBG

Recommended Motion: To approve the partnership agreement with FHCWM for the furtherance of fair housing in 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:

=

FAIR HOUSING SERVICES AGREEMENT 2022-2025
Fair Housing Center of West Michigan

Fair Housing Center of West Michigan (hereinafter the “FHCWM”), a Michigan non-profit corporation with its principal offices located at 20 Hall Street SE, Grand Rapids, MI 49507, hereby proposes to provide fair housing services to the Cities of Muskegon, Muskegon Heights and Norton Shores (hereinafter the “Cities”). FHCWM and the Cities may collectively be called the “Parties”.

I. PURPOSE

The purpose of these services is to decrease impediments to housing choice and to promote open, diverse communities based on the provisions of the federal Fair Housing Act and relevant state and local fair housing laws.

II. TERM

The FHCWM proposes to provide the services during the three-year period that begins on July 1, 2022 and ends on June 30, 2025, as outlined below.

III. AGREEMENT ACTIVITIES AND DEFINITIONS

A. Education and Outreach. The FHCWM will conduct an ongoing community outreach program throughout the Cities to educate housing consumers, professionals and the general public concerning fair housing. The FHCWM will complete a minimum of 15 hours of education and outreach activities per year throughout the Cities.
   - i. As part of a comprehensive, regional program, the FHCWM will disseminate fair housing information to housing consumers and housing/human service agencies in order to educate about housing rights and to increase awareness and reporting of discriminatory practices.
   - ii. The FHCWM will also provide fair housing information to sales, rental, and lending professionals in order to encourage their voluntary compliance with federal, state and local fair housing laws.
   - iii. The FHCWM will disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity. Such services will include the provision of formal fair housing training upon request.
   - iv. The FHCWM will also provide technical assistance to the staff of the Cities in response to any and all questions regarding unlawful housing discrimination or fair housing practices.

B. Complaint Investigation.
   - i. The FHCWM will receive, review, investigate and process all real and potential complaints of unlawful housing discrimination involving people and/or properties located within the Cities which the FHCWM may receive from residents of any of the Cities, a person wishing to reside in any of the Cities, or any other source during the Term defined in this proposal.
   - ii. The FHCWM may independently initiate and implement systemic investigations, market reviews, case development, management and conciliation in order to detect and remove barriers to equal housing opportunity.
   - iii. In the absence of, or in addition to, an individual complainant, the FHCWM will initiate enforcement action in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.

C. Housing Tests. Testing is an investigative tool used to gather evidence. Testing is one way to determine whether all housing consumers are being afforded the same information, service, treatment, and access without regard to the characteristics protected by fair housing laws.
   - i. The FHCWM will conduct fair housing testing throughout the Term for the purpose of obtaining credible and objective information about housing practices. This may include

testing in the areas of sales, rental, advertising, insurance, appraisal and/or financing of housing, as deemed necessary and appropriate at the sole discretion of the FHCWM.

ii. The FHCWM will conduct a minimum of 15 fair housing test parts (at least 4 test parts per City) per year involving people and/or property within any of the Cities.

iii. The fair housing tests will be based upon bona fide complaints, conducted on a survey basis, or completed as part of a systemic investigation, with a focus on complaint-based testing.

iv. All housing testing will be conducted by trained testers according to generally-accepted housing testing methodology.

v. In the absence of, or in addition to, an individual complainant, the FHCWM will initiate enforcement action in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.

D. Investigative Focus on Sales and Lending Discrimination. Based upon the results of the investigative focus on sales and lending discrimination under previous contracts between the parties, the FHCWM will continue to place an investigative emphasis on racial steering and lending discrimination.

i. The FHCWM will build upon the investigations and analysis conducted under previous contracts between the parties.

ii. The FHCWM's investigative focus will include but not be limited to the activities of market research, review of available data, follow up on HMDA analysis already conducted, analysis of additional HMDA data, sales testing and lending testing.

iii. All housing testing will be conducted by trained testers according to generally-accepted housing testing methodology.

iv. The FHCWM will initiate enforcement action in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.

IV. REPORTING

The FHCWM will provide each municipality with program performance reports which contain information regarding the activities carried out and the results of those activities. Reports will be submitted bi-annually, within 15 days after the conclusion of each six-month reporting period. The FHCWM will forward the reports to each of the municipalities by January 15, 2023, July 15, 2023, January 15, 2024, July 15, 2024, January 15, 2025 and July 15, 2025. The complaint and testing activities will be reported by municipality.

IV. COMPENSATION

For the performance of the activities under this Agreement, the Cities hereby agree to pay the FHCWM the total amount of $54,000.00 (FIFTY-FOUR THOUSAND DOLLARS) throughout the three-year Term of the contract per the schedule in Attachment A. The total amounts are subject to change if funding sources substantially diminish or increase from HUD and/or other funding sources arise to substantially cover the Muskegon County area. However, such modifications must be proposed at least 30 days prior to their effective date, mutually agreed upon by all parties, and incorporated into written amendments to this contract. Under no circumstances will compensation be reduced for work or services provided pursuant to this Contract that have been performed in a timely and satisfactory manner.

V. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The persons signing this Agreement on behalf of the Cities, County and FHCWM hereto certify by said signatures that they are duly authorized to sign this Agreement.

VI. APPROVAL AND SIGNATURES

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

CITY OF MUSKEGON

By: ______________________________________ Date: ________________________

CITY OF MUSKEGON HEIGHTS

By: ______________________________________ Date: ________________________

CITY OF NORTON SHORES

By: ______________________________________ Date: ________________________

FAIR HOUSING CENTER OF WEST MICHIGAN

By: ______________________________________ Date: ________________________
Nancy Haynes, Executive Director

FAIR HOUSING SERVICES AGREEMENT 2022-2025: ATTACHMENT A

Fair Housing Center of West Michigan

For the performance of the activities under this Agreement, the Cities hereby agree to pay the FHCWM the total amount of $54,000.00 (FIFTY-FOUR THOUSAND DOLLARS) throughout the three year Term of the contract. The municipalities share of the total is based upon the following agreed upon percentages of the total:

Municipality	Percentage	Share of Total	Year 1 Total	Year 2 Total	Year 3 Total
City of Muskegon	53%	28620	9540	9540	9540
City of Norton Shores	33%	17820	5940	5940	5940
City of Muskegon Heights	14%	7560	2520	2520	2520
TOTAL		$54,000	18000	18000	18000

The FHCWM will submit invoices to each municipality with each of its six (6) bi-annual reports reflecting the amount due for services rendered during each six-month reporting period. The schedule of payments is as follows:

Reporting Period		Municipality	Amount
Year 1	July 1, 2022 to December 31, 2022	City of Muskegon	4770
	Report 1	City of Norton Shores	2970
	Due January 15, 2023	City of Muskegon Heights	1260
	January 1, 2023 to June 30, 2023	City of Muskegon	4770
	Report 2	City of Norton Shores	2970
	Due July 15, 2023	City of Muskegon Heights	1260
Year 2	July 1, 2023 to December 31, 2023	City of Muskegon	4770
	Report 3	City of Norton Shores	2970
	Due January 15, 2024	City of Muskegon Heights	1260
	January 1, 2024 to June 30, 2024	City of Muskegon	4770
	Report 4	City of Norton Shores	2970
	Due July 15, 2024	City of Muskegon Heights	1260
Year 3	July 1, 2024 to December 31, 2024	City of Muskegon	4770
	Report 5	City of Norton Shores	2970
	Due January 15, 2025	City of Muskegon Heights	1260
	January 1, 2025 to June 30, 2025	City of Muskegon	4770
	Report 6	City of Norton Shores	2970
	Due July 15, 2025	City of Muskegon Heights	1260

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2021	Title: 1761 Clinton House Move
Submitted By: LeighAnn Mikesell	Department: City Manager

Brief Summary: City staff was approached by the Muskegon Public School District with a proposal to obtain the house located at 1761 Clinton Street on the campus for the new middle school and move the home to a city owned vacant lot in an adjacent neighborhood. Staff is seeking approval of the attached agreement and bill of sale.

Detailed Summary: The home was purchased by the school district, and the former owner has moved. Staff have reviewed the structure and found it to be worth salvaging. A vacant lot at 1728 Terrace Street in the McLaughlin neighborhood was selected to minimize moving costs and keep the home in a location that serves the neighborhood and school district. Estimated costs to move and renovate the house are $173,000, and it is anticipated that the completed house will sell for $180,000. The project will be included in our scattered site brownfield program and contribute to the TIF capture funding other projects where the purchase price was less than the cost of construction.

Amount Requested: $173,000	Amount Budgeted: $173,000 in FY 22/23
Fund(s) or Account(s): Public Improvement	Fund(s) or Account(s): Public Improvement

Recommended Motion: to approve the agreement and bill of sale, authorize the mayor and clerk to sign both and to authorize the city manager to expend up to $173,000 to move and renovate the home.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

HOUSE REMOVAL AND RELOCATION AGREEMENT

This Agreement is made effective ______________, 2022, by **Muskegon Public Schools** (formerly the School District of the City of Muskegon and the Public Schools of the City of Muskegon), a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 1458 5th Street, Muskegon, Michigan 49441 ("MPS"), and the **City of Muskegon**, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49440 ("City"), (individually, a "Party" and collectively, the "Parties") with reference to the following facts:

Background

A. MPS owns the real property located at 1761 Clinton Street, Muskegon, Michigan 49442, and as legally described on the attached **Exhibit A** (the "Premises"). A vacant residential structure sits on the Premises (the "House").

B. The Parties have agreed to collaborate to remove and relocate the House from its current location on the Premises to another location within the City of Muskegon (the "Project").

C. The Parties wish to enter into this Agreement to define the rights and responsibilities regarding the Project.

Therefore, for good and valuable consideration, the Parties agree as follows:

1. **House Removal and Relocation; Purchase Price.** MPS and City acknowledge and agree to City's proposed removal and relocation of the House from its current location on the Premises to another location determined by City. The purchase price for the House shall be $100.00, which City shall pay to MPS promptly following the full execution of this Agreement.

2. **Obligation to Remove.** Following full execution of this Agreement, City and City's agents and contractors shall have the right to enter the Premises and the House in order to remove the House and any contents within the House as of the date of this Agreement. City shall be solely responsible for all costs and liability associated with or related to the removal and relocation of the House. It shall be MPS's sole responsibility to restore the condition of the Premises following City's removal of the House. City agrees that the House shall be removed on or before ____________, 2022.

3. **Utility Obligations.** Prior to transfer of ownership of the House, the Parties shall reasonably cooperate to ensure all utilities have been disconnected at the exterior of the House. It shall be the responsibility of City, or City's agents or contractors, to disconnect any wiring or plumbing within the House to isolate the House from the basement and/or foundation and to work in consultation with the applicable utility providers to coordinate other logistical issues related to the removal of the House.

4. **Removal Notice.** City shall provide MPS with at least three (3) days' notice of the date on which City plans to remove the House from the Premises.

5. **Permits for Moving House.** City shall, at its own expense, obtain all required licenses and permits for moving and relocating the House.

6. **Insurance.** City shall obtain and maintain commercial liability insurance to protect against loss or damage during the removal process. City shall require any contractor it engages to

perform the removal to obtain and maintain the same coverage. Limits of liability shall be at least $1,000,000 per occurrence and each such policy shall name MPS as an additional insured.

7. **Transfer of Ownership.** In exchange for City's obligation to relocate the House pursuant to the terms of this Agreement, MPS agrees to execute a bill of sale transferring ownership of the House and its contents to City, a copy of which is attached and incorporated herein as **Exhibit B**.

8. **General Provisions.**

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

b. ***Entire Agreement.*** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.

c. ***Amendment.*** This Agreement shall not be amended or modified except in a writing signed by the Parties hereto.

d. ***Severability.*** If any provision of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

MPS – Muskegon Public Schools

By: ______________________________
Name: Matthew T. Cortez
Title: Superintendent
Date: __________________

CITY – City of Muskegon

By: ______________________________
Name: Ken Johnson
Title: Mayor
Date: __________________

By: ______________________________
Name: Ann Meisch
Title: City Clerk
Date: __________________

EXHIBIT A

Legal Descriptions

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

Lot 9, Block 301 of the Revised Plat (of 1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records.

Parcel No.: 61-24-205-301-0009-00
Commonly known as: 1761 Clinton Street

EXHIBIT B

Bill of Sale

(see attached)

BILL OF SALE

Muskegon Public Schools (formerly the School District of the City of Muskegon and the Public Schools of the City of Muskegon), a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 1458 5th Street, Muskegon, Michigan 49441 ("Seller"), for the purchase price of $100.00, transfers and assigns to the **City of Muskegon**, a Michigan municipal corporation, whose address is 933 Terrace Street ("Buyer"), the residential building on the real property located at 1761 Clinton Street, Muskegon, Michigan 49442 (the "House").

1. Seller represents and warrants that (a) Seller has the full right to sell and transfer the House, and (b) to the best of Seller's knowledge, title to the House is clear and unencumbered.

2. Buyer represents and warrants that Buyer has had the opportunity to inspect the House and that it is being purchased in its "**AS IS**", "**WHERE IS**" condition. Buyer waives and releases Seller from all claims, actions, or damages related to or arising from Seller's ownership of the House. No implied warranties of habitability, quality, condition, fitness for a particular purpose, or any other implied warranties shall operate between Seller and Buyer, and Buyer expressly waives any and all such implied warranties. Buyer is responsible for all taxes and assessments that come due with regard to the House after the date of this Bill of Sale.

The parties have executed this bill of sale effective ______________, 2022.

MPS – Muskegon Public Schools

By: ____________________________
Name: Matthew T. Cortez
Title: Superintendent
Date: __________________

CITY – City of Muskegon

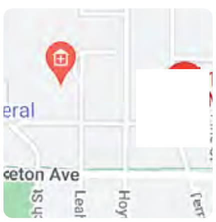
By: ____________________________
Name: Ken Johnson
Title: Mayor
Date: __________________

By: ____________________________
Name: Ann Meisch
Title: City Clerk
Date: __________________

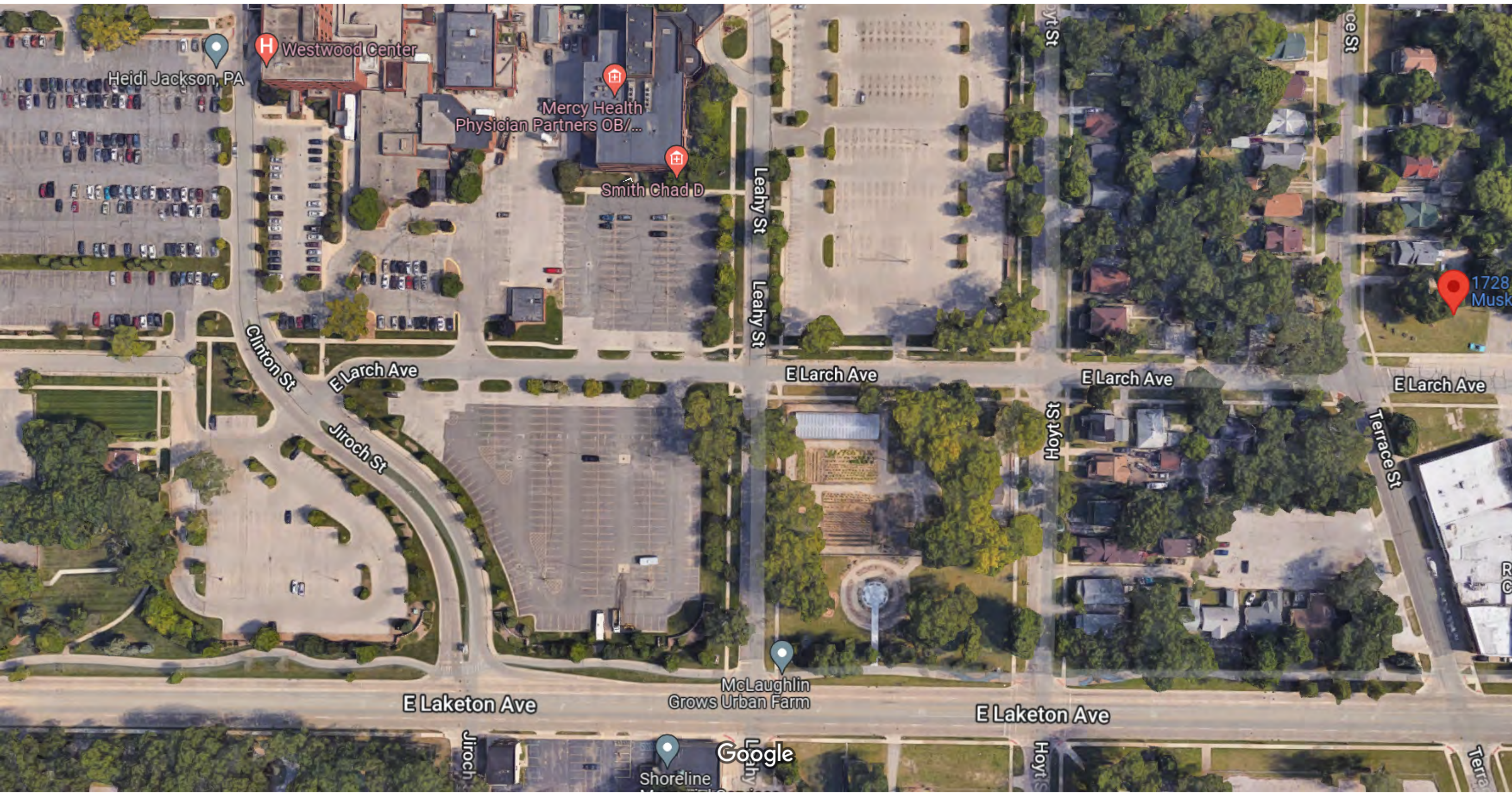

Google

Image capture: Oct 2019 © 2022 Google

Street View - Oct 2019



Google Maps 1728 Terrace St



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WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: CSX Salvage Plan
Submitted By: LeighAnn Mikesell	Department: City Manager
Brief Summary: Staff is seeking approval to proceed with a cost share for developing a salvage plan for the removal of the CSXT owned track.	
Detailed Summary: CSXT is hiring a consultant to assist them in developing permitting materials necessary for the removal of the track. Items needed for the plan include a wetland and waterway delineation report, an MDEQ joint permit application, and a health and safety plan. The costs for this salvage plan work are higher than CSXT anticipated, and the city is being asked to share in the expense.	
Amount Requested: $28,000	Amount Budgeted: $2 million
Fund(s) or Account(s): State/Federal Grants	Fund(s) or Account(s): N/A
Recommended Motion: move to authorize expenditures not to exceed $28,000 for consultant fees associated with the removal of the CSXT owned track.	

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Mr. Coley J. Campbell, PG
Senior Manager Environmental & Property Management
CSX Real Estate Department
500 Water St. J180
Jacksonville, Florida 32202

Arcadis of Michigan, LLC
28550 Cabot Drive
Suite 500
Novi
Michigan 48377
Phone: 248 994 2240
www.arcadis.com

Subject: Work Order Request
CGC Line Abandonment - Muskegon, Michigan
CSXT Project No. **R000204266**
Our Ref: Pending
Date: May 9, 2022

Dear Mr. Campbell,

Arcadis of Michigan, LLC. (Arcadis) has prepared this summary Work Order (WO) request to cover estimated consulting and engineering costs for permitting activities as it pertains to the abandonment 3.81 +/- miles of the CGCS Line located in Muskegon, Michigan. The abandonment will only include the removal of the existing railroad ties and rail. Bridges, culverts, and other infrastructure will remain in place. This WO includes the following main tasks, anticipated to be completed in 2022:

1. Desktop analysis and data collection with Wetland Delineation Reporting;
2. MDEQ Joint Permit application and submission. Coordination with CSX for permitting;

Scope of Work

The proposed scope of work includes the permitting and coordination support for the abandonment of the CGCS line in Muskegon, MI. Based on the background information provide to date the permits identified for the project are below:

1. A local Soil Erosion and Sedimentation Control permit, under Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), being sections 324.9101 et seq of the Michigan Compiled Laws (MCL). 15K
2. A permit under Part 301, Inland Lakes and Streams, of NREPA, MCL 324.30101 et seq.
3. A permit under Part 303, Wetlands Protection, of NREPA, MCL 324.30301 et seq.
4. A permit under Part 353, Sand Dunes Protection and Management, of NREPA, MCL 324.35301 et seq..

Task 1 – Desktop Review and Data Collection with Wetland Delineation Reporting

Arcadis staff will collect the appropriate database information required for submission to regulatory agencies for wetland and/or stream determinations. Data collection and review and necessary to develop a preliminary understanding of what conditions will be encountered during the process and means and methods for the abandonment.

Arcadis will prepare a surface water delineation report that follows the appropriate guidance documents from the USACE. This report will include all desktop data and analysis, wetland/upland determination forms, any photos obtained via desktop review, and offer an opinion as to the regulated nature of any identified resources. This report will be suitable for submission with any permitting materials.

Task 2 - MDEQ Joint Permit Application Submission

Arcadis will prepare all the information needed to comply with a Soil and Erosion and Sedimentation Control (SESC) permit as required by Michigan Department of Environmental Quality (MDEQ). The SESC will follow the procedures of the most recent edition of the Department of Technology, Management & Budget (DTMB) Soil Erosion and Sedimentation Control Guidebook.

Arcadis will prepare all the information needed to comply with Part 301, Inland Lakes and Streams, of NREPA, MCL 324.30101 et seq., Part 303, Wetlands Protection, of NREPA, MCL 324.30301 et seq., and Part 353, Sand Dunes Protection and Management, of NREPA, MCL 324.35301 et seq.. Part 301, 303, and 353 of NREPA, MCL 324 will all be prepared and submitted on one application through the MiWaters Portal. The deliverables prepared in Task 2 will be a component of this application. Arcadis will rely on the Client to assist with any planning and impact volume calculations.

Once the Joint Permit Application (JPA) is determined administratively complete by the MDEQ, they will begin a technical review of the JPA. Arcadis will respond to and address any correction requests from the MDEQ and provide additional information as required. With the new online JPA submission, correction requests are all administered through the online MiWaters Portal. MDEQ allows for up to 60 days for review with no public notice and up to 90 days if public notice is required. The review clock is stopped each time there is a correction request. Arcadis assumes no public notice will be required and one set of correction requests will be required.

The cost provided is the estimated cost to prepare and submit the identified permits. During the review of the permits, the agencies may request additional field surveys or agencies consultations. Cost associated with the following studies or consultations are not included in this proposal:

5. Cultural field surveys or Section 106 consultation
6. Rare, Threatened or Endangered species surveys or consultations

The abandonment process will be handled by CSX, Transportation Inc. in its entirety. This is inclusive of any Environmental or Historic Reports as required in Title 49 Code of Federal Regulations Parts 1105.7, 1105.8, and 1105.9. The local municipality indicated they will only require a Right Of Way permit to be filed with the City for the abandonment. This permit is for notification purposes with no fee associated with it. This is not included in the scope of services listed above.

HEALTH AND SAFETY

Arcadis will prepare a Health and Safety Plan (HASP) in accordance with Occupational Safety and Health Administration (OSHA) requirements as specified in Code of Federal Regulations (CFR) Title 40 Part 1910.120. The HASP will be evaluated and amended as site conditions change to ensure proper protection.

Arcadis will comply with CSXT Safety Protocol by completing the required training within ISNetworld prior to entering CSXT property. In addition, Arcadis will comply with the CFR Title 49 Subsection 214 for Railroad Workplace Safety, which states any person working within 4 feet of the active track or has the ability to foul the track must complete annual Roadway Worker Training. Arcadis respects and will comply with CSXT’s increased safety requirement and extend the work zone required for Roadway Worker Training to 25 feet of an active track. As stated in CFR Title 49 Subsection 214.343(d), each employer of roadway workers shall maintain written or electronic records of each roadway worker qualification in effect. Therefore, Arcadis shall maintain records at the local offices ready for CSXT inspection.

COST SUMMARY

The total Arcadis estimated cost for these tasks is **$55,928**. Project charges will be in accordance with the terms of the contract between Arcadis and CSXT dated August 26, 2019 and subsequent addenda.

This cost summary is based on permit preparation and coordination only. No design or survey costs are included for the project.

Project charges are summarized as follows:

- Arcadis Contract with CSXT $55,928

If this scope of work is acceptable, please indicate with your authorization to commence work by accepting the attached work order for **$55,928** (Arcadis' scope of work) on the CSX PSEWeb site.

Arcadis appreciates the opportunity to provide environmental services for this project. If you have any questions regarding this request, please do not hesitate to call me directly.

Sincerely,
Arcadis of Michigan, LLC

Emily Yessick

Emily Yessick
Certified Project Manager
Email: emily.yessick@arcadis.com

Enc. Contract Request Form
CSXT Appendix A

Contract Request Form
Work/Change Order No.: ENV Pending
Arcadis Project No.: Pending

Project Location: Muskegon, MI
CSXT Project Name: CGC Line Abandonment
CSXT Project No.: R0204266

General Description: CGCS Abandonment

Reason for Performing Work: Assist CSX with permitting for abandonment of CGCS line

Task	Description	Start Date	End Date
1	Desktop analysis, data collection and Weland Delineation Reporting	6/1/2022	7/31/2022
2	MDEGLE JPA and Submission	6/1/2022	10/31/2022

Cost Estimate by Task and Labor Category (hrs) cost per category

Task	Expert Services ($196/hr)	Program Manager ($162/hr)	Senior PM ($157/hr)	PM II ($143/hr)	PM ($139/hr)	Prof Services III ($122/hr)	Prof Services II ($107/hr)	Prof Services I ($99/hr)	Sr Tech Services ($90/hr)	Tech Services ($77/hr)	Support Services ($65/hr)	Task Total ($)
1	0	0	20	0	24	50	25	0	0	0	24	$16,811.00
2	0	0	72	16	24	132	35	0	0	0	36	$39,117.00

Subtotal	**$55,928.00**
Subcontract Expenses billed through Arcadis including 5% markup	**$0.00**
Arcadis Reimbursable Expenses including 2% markup	**$0.00**
Arcadis WORK/CHANGE ORDER TOTAL	**$55,928.00**
CSXT Direct Pay Subcontract Expenses	**$0.00**
CSXT Direct Pay Lab Expenses	**$0.00**
PROJECT TOTAL	**$55,928.00**

Proposed ARCADIS Personnel by Labor Category

Labor Category	Name(s)
Expert Services	
Program Manager	
Senior PM	Ley, Devuono
PM II	Yessick
PM	Sidari
Prof Services III	Graves, Nielsen, Steckel
Prof Services II	Morse
Prof Services I	
Sr Tech Services	
Tech Services	
Support Services	

Refer to: Proposal Dated 05/06/2022; ARCADIS

APPENDIX A

DATE: 5/9/2022

CSXT PROJECT NO.	R000204266
CSXT PROJECT NAME	**ABD RAIL RTT MI**

Arcadis U.S., Inc. ("Consultant") agrees to perform and complete the following work ("Work") for CSX TRANSPORTATION, INC. ("Company") at the **ABD RAIL RTT MI in Muskegon, MI** in accordance with the terms and conditions of the Master Agreement for Environmental Services ("Agreement") dated **August 26, 2019,** and addenda all of which terms and conditions are incorporated herein by reference:

As requested by Mr. Coley Campbell, CSXT Project Manager, Consultant will perform Preparation of permitting documents as detailed in the Consultant's proposal dated May 9, 2022.

For performance of the Work under this Work Order, the Company shall pay Consultant in the following amount and manner: Based on Consultant's Schedule of Fees and Charges ("Schedule"), a copy of which is attached as Appendix B to the Agreement, up to an amount not-to exceed **$55,928** and after receipt of an acceptable progress invoice and written status report. Invoices shall be rendered in accordance with the Schedule, which shall not be changed without the prior written consent of the Company. Company agrees not to unreasonably delay the processing of Contractor's invoice. Questions on invoices shall be brought to the attention of the Consultant's Project Manager promptly.

Consultant agrees to promptly commence the work and to complete it by **December 31, 2022**.

APPENDIX A

The Company and Consultant shall each designate a Project Manager to consent, approve and otherwise act on behalf of the designating party under this Work Order.

Work Orders and Change Orders submitted through the CSX PSEWeb Web site will not be returned to the Consultant with a signature from the CSX Project Manager. The Consultant will receive a confirmation email from the CSX Project Manager that is automatically generated by PSEWeb. The Work Orders and Change Orders are considered executed by CSX when the Consultant or their Company PSEWeb Administrator receives an email from the CSX Project Manager automatically generated by PSEWeb. This email will include the Project Number, Contract Number, Contract Amount, and Contract Description.

For:	CSX Transportation, Inc.	Arcadis U.S., Inc.
Project Manager:	Coley Campbell, PG	Emily Yessick
Title:	Sr. Manager Environmental & Property Management	Certified Project Manager
Address:	500 Water St.; J-180	1301 Riverplace Blvd., Suite 700
City/State/Zip	Jacksonville, FL 32202	Jacksonville, FL 32207
Telephone:	904-279-3923	904-721-2991
Fax. No:	904-245-2273	904-396-4152

CONSULTANT SIGNATURE: Emily Yessick

NAME/TITLE: Emily Yessick, Certified Project Manager

DATE: May 9, 2022

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: MDOT Agreement for Terrace Street
Submitted By: Leo Evans	Department: Public Works

Brief Summary: Staff is requesting approval of the contract with MDOT for the reconstruction of Terrace Street from Apple Avenue to Shoreline Drive, and approval of the resolution authorizing the Mayor and Clerk to sign the contract.

Detailed Summary: This is the standard contract governing projects that are constructed using federal funds through MDOT. The estimated cost for the project construction is $1,509,000 with $764,904 of that being federal surface transportation funding, $88,593 being federal highway infrastructure program COVID funds, and the remainder being funded through the City's Major Street Budget in the FY23 Budget year.

Work is expected to begin in August and take approximately 15 weeks to complete.

Amount Requested: $744,503 (FY23)	Amount Budgeted: $946,503 (FY23)
Fund(s) or Account(s): 202 (Major Streets)	Fund(s) or Account(s): 202 (Major Streets)

Recommended Motion:

Approve the attached contract and resolution and authorize the mayor and clerk to sign.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

RESOLUTION __________

RESOLUTION FOR APPROVAL OF A CONTRACT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE CITY OF MUSKEGON FOR HOT MIX ASPHALT ROAD RECONSTRUCTION OF TERRACE STREET FROM APPLE AVENUE (M-46) TO SHORELINE DRIVE (US-31BR).

Moved by Commissioner ________________ and supported by Commissioner ______________ the following Resolution be adopted:

WHEREAS, entry by the City of Muskegon into Contract no. **22-5194** between the Michigan Department of Transportation and the City of Muskegon for the **reconstruction of Terrace Street from Apple Avenue (M-46) to Shoreline Drive (US-31BR)** within the City is in the best interests of the City of Muskegon.

RESOLVED, that entry by the City into Contract Agreement Number **22-5194** be and the same is hereby authorized and approved and the Mayor and Clerk are authorized to execute said contract for and on behalf of the City of Muskegon.

Adopted this 14th day of June, 2022.

BY

____

Kenneth D. Johnson, Mayor

ATTEST

____

Ann Meisch, City Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on June 14th, 2022. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By____________________________

Ann Meisch, City Clerk

STP DA

Control Section	STUL 61000
Job Number	205376CON
Project	22A0518
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5194

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 2, 2022, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Hot mix asphalt reconstruction and traffic signal work along Terrace Street from Apple Avenue (M-46) to Shoreline Drive (Business Route US-31), including pavement removal, grading, paving, storm sewer, concrete curb and gutter, sidewalk and curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Concrete sidewalk, electrical conduit, water main stub and water service along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY INFRASTRUCTURE PROGRAM COVID
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

<u>PART A</u>
Federal Surface Transportation Funds in combination with Federal Surface Transportation Flex Funds and Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $88,593, or (2) an amount such that 100 percent, the established Federal participation ratio for such funds, for the PROJECT is not exceeded. Federal Surface Transportation Funds and Federal Surface Transportation Flex Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $764,904, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Surface Transportation Funds limited to $560,276, and used first.. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

<u>PART B</u>
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING

PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract

and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MUSKEGON	MICHIGAN DEPARTMENT OF TRANSPORTATION
By_____________________________	By_____________________________
Title:	Department Director MDOT
By_____________________________	
Title:	

REVIEWED
By Larry Doyle at 7:14 am, 5/16/22

May 2, 2022

EXHIBIT I

CONTROL SECTION	STUL 61000
JOB NUMBER	205376CON
PROJECT	22A0518

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$1,509,000	$ 89,000	$1,598,000

COST PARTICIPATION

	PART A	PART B	TOTAL
GRAND TOTAL ESTIMATED COST	$1,509,000	$ 89,000	$1,598,000
Less Federal Funds*	$ 853,497	$ 0	$ 853,497
BALANCE (REQUESTING PARTY'S SHARE)	$ 655,503	$ 89,000	$ 744,503

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

   The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

   The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

   If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

   In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _______", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14th, 2022	Title: Arena Roof Lease & Power Purchase Agreement
Submitted By: Leo Evans	Department: Public Works

Brief Summary:

Staff is seeking to void the previously approved (June 8th, 2021) Rooftop System Site Lease Agreement and Power Purchase Agreement with New Energy Equity related to the installation of a solar array on the roof of the Trinity Health Arena.

Detailed Summary:

This topic was previously discussed at the July 2020 work session meeting, and again at a meeting in April 27th to recommend a property tax exemption for the site. The roof lease and the power purchase agreement were approved by the Commission at their June 8th, 2021 meeting.

Since that time New Energy Equity has not signed and returned those agreements and staff is recommended that the agreements be voided by the City Commission.

New Energy Equity has been unable to sign the agreements due to complications with the governing tax laws. State laws are unclear and the County Assessor has taken the position that the investment should be taxed for County purposes. Payment for the taxes was not factored into the pro forma for the development and negates any savings that could be realized from the installation. Staff, Charthouse Energy and New Energy Equity remain committed to finding a route forward for this project when there is an opportunity for it to be done in a way that is financially viable.

Amount Requested: $0	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion:

Void the previously approved Rooftop System Site Lease Agreement and void the Power Purchase Agreement that were previously approved at the June 8th, 2021 Commission Meeting.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 6/14/2022	Title: City of Muskegon Housing Study and Needs Assessment Firm Recommendation
Submitted By: Jake Eckholm	Department: Development Services

Brief Summary: Staff disseminated the Commission-endorsed Housing Study and Needs Assessment RFP to qualified firms credited by MSHDA, and received two proposals. Staff has reviewed the proposals and is prepared to recommend contracting with Bowen National Research to conduct this important work.

Detailed Summary:

As we scale our efforts to deliver more housing units to combat the nationwide housing shortage, we require more and higher quality data to direct these efforts. There has not been a formal study compiled for our market since 2016, and our neighboring areas such as Ottawa County and the greater Grand Rapids area have recently commissioned similar studies, which have had great effect in their efforts to infill housing units of all types. After the April 12th City Commission Meeting, staff sent the RFP to the 7 firms on MSHDA's "Approved Market Analyst" list as well as one firm that has been contracted by CNS to conduct our Analysis of Impediments study. That firm, RKG Associates, and one other, Bowen National Research submitted proposals for your consideration. Both clearly carefully read the RFP document and tailored their proposed services to our needs. Both firms also propose using very qualified teams and similar methodology to deliver the product, so staff's recommendation comes down to price and relevant experience. RKG was the higher priced proposal at $74,500, while the price from Bowen for equivalent services was $33,500, with optional add-ons exceeding the requested scope that total an additional $12,600. Additionally, Bowen conducted Ottawa County and the City of Grand Rapids/Kent County needs assessment, and demonstrated more experience in our region. Some of the add-ons Bowen offered may prove beneficial following additional conversation with the vendor, and so staff is recommending the City Commission approve Bowen National Research's proposal not-to-exceed $46,100.

Amount Requested: $46,100	Amount Budgeted: $50,000
Fund(s) or Account(s): 101-80400-5300	Fund(s) or Account(s):101-80400-5300

Recommended Motion: Motion to allow staff to contract with Bowen National Research to conduct a 5-Year Housing Study and Needs Assessment for an amount not-to-exceed $46,100.

For City Clerk Use Only:

Commission Action:

PROPOSAL

MUSKEGON, MICHIGAN HOUSING MARKET STUDY & ANALYSIS

Prepared For:
City of Muskegon
933 Terrace St.
Muskegon, MI 49440

DATE: 5/6/2022

BOWEN NATIONAL RESEARCH
Trusted Service | National Experience

155 E. Columbus Street, Suite 220
Pickerington, Ohio 43147
(614) 833-9300
www.bowennational.com

May 6, 2022

City of Muskegon
933 Terrace St.
Muskegon, MI 49440

To Whom it May Concern:

We are pleased to submit a proposal to prepare a Housing Market Study and Analysis of Muskegon, Michigan. This analysis will assist elected officials, government staff, stakeholders, and community members in developing a meaningful sense of the housing market and to understand key housing issues and how they impact the city. It will also serve as a guide for planning and policy decisions. Our firm has reviewed the request for proposal and understands the work elements being requested.

Housing Needs Assessment Experience - Bowen National Research has significant experience in conducting housing needs assessments with a similar scope of work as the subject RFP on a city, county and statewide level. We were selected to complete the majority of these projects through an RFP/interview process and all studies were completed on time and within budget. Specifically, since 2018 we have completed Housing Needs Assessments in Ottawa County, Grand Rapids and Ann Arbor, Michigan.

Ability to Customize Studies - Our firm has experience in working with local entities like yours and has customized our analyses to meet their specific needs. Therefore, we will structure our research and analysis to correspond to the specific needs of your community.

Qualified and Nationally Recognized – Our firm is accredited by the National Council of Housing Market Analysts (NCHMA), an organization that sets market study standards for housing studies. Our President, Patrick Bowen, serves as a Trustee to NCHMA, assuring our studies meet the highest standards.

Thank you for giving us the opportunity to present this proposal to you. We believe we can be an asset to your community. We hope we have the opportunity to work together.

Respectfully,

Patrick M. Bowen

Patrick M. Bowen
President (Primary Contact & Project Manager)
Bowen National Research
155 E. Columbus S.t, Ste. 220, Pickerington, OH 43147
patrickb@bowennational.com | 614-833-9300

Organizational Information

Bowen National Research
155 East Columbus Street, Suite 220
Pickerington, Ohio 43147

All work will be performed from the company's Columbus office.

Bowen National Research is a Limited Liability Corporation operated by its sole owner, Patrick Bowen.

No subcontractors will be utilized in completion of this analysis.

Statement of Experience

Bowen National Research is located at 155 East Columbus Street, Suite 220 in Pickerington, Ohio, a suburb of Columbus. The company has no other office locations. Established in 2010, Bowen National Research employs over 25 people, all highly trained and experienced in real estate research and analysis. Our firm conducts more than 500 studies each year for a variety of real estate development alternatives. Our primary area of focus involves the research and analysis of residential development. Our firm prides itself on its client communications, ability to manage multiple small and large-scale projects at one time, and commitment to meeting all client deadlines. Below is a brief summary of our areas of experience and knowledge.

Bowen National Research's Market Feasibility Services	
• City/County/Statewide Housing Needs Assessments	• Tribal Housing
• Low-Income Housing Tax Credit/Tax Credit Bond	• Farm Labor Housing
• Government-Subsidized	• Student Housing
• Market-Rate	• For-Sale Housing
• HUD Section 8, 202, 232, 811, 221(d)(3) & (d)(4)	• Senior Living Alternatives
• USDA RD 515 & 514/516	• Retail/Office/Commercial Space

Michigan Experience

Bowen National Research has completed more than 300 market studies in the state of Michigan since 2010, eight (8) of which were for projects in Muskegon County. The majority of these projects were site-specific and for the purpose of securing Tax Credit financing through the Michigan State Housing and Development Authority (MSHDA), for which our firm is an approved market analyst. Additionally, we have completed Michigan housing needs assessments in Ottawa County (2018 and 2021), Grand Rapids (2020) and Ann Arbor (2020).

Bowen National Research has significant experience in conducting Housing Needs Assessments (HNAs) on a city, county and statewide level. While our firm has completed more than 50 HNAs, recent projects with similar work elements as outlined in the RFP are summarized below.

Housing Needs Assessment Experience
Ottawa County, MI (2018)
Client: HOUSING NEXT **Current Contact:** Mr. Ryan Kilpatrick – (616) 430-8015 | ryank@housingnext.org **Scope:** This countywide housing needs assessment encompassed Ottawa County as a whole, while also providing five separate submarket analyses of specific areas in the county. The study provided an assessment of existing housing conditions, demographics and market demands with an assessment of present and future unmet housing demand (5-year estimates). We also identified data on current housing types and trends, including rental housing, for-sale housing and senior care facilities. Finally, we provided data related to the conditions, challenges and opportunities in the local housing market while also providing recommendations and strategies for meeting the housing needs of area residents. **Fee:** $29,000 (On Budget) | **Timeline:** 7 Months (On Time)
Grand Rapids, MI (2020)
Client: Grand Rapids Area Chamber of Commerce, 250 Monroe Ave., NW, Suite 150, Grand Rapids, MI 49503
Current Contact: Rick Baker – (616) 771-0336 | rick@grandrapids.org
Scope: This housing needs assessment focused on the city of Grand Rapids and Kent County, Michigan, while also providing supplemental analysis and housing recommendations for various, distinctive submarkets within the city and county. The study provided an assessment of existing housing conditions, demographics and market demands with an evaluation of present and future unmet housing demand (5-year estimates). We identified data on current housing types and trends, including rental housing and for-sale housing. Additionally, we provided an overview of public transportation, crime, and an evaluation of student housing and enrollment relative to higher education institutions in the immediate area. Finally, we provided data related to the conditions, challenges and opportunities in the local housing market while also providing recommendations and strategies for meeting the housing needs of area residents.
Fee: $50,900 (On Budget) | **Timeline:** 7 Months (On Time)
Ann Arbor, MI (2020)
Client: Smith Group, Inc., 201 Depot St., 2nd Floor, Ann Abor, MI 48104
Current Contact: Michael Johnson – (734) 669-2728| michael.johnson@smithgroup.com
Scope: Bowen National Research completed a Housing Needs Assessment that evaluated the rental housing needs for the downtown area of Ann Arbor, Michigan, with additional analysis provided for the surrounding areas of Ann Arbor and Washtenaw County. The study was intended to identify the level of need for affordable rental housing for low-income households. The study provided an assessment of existing housing conditions, demographics and market demands with an assessment of present and future unmet rental housing demand (5-year estimates). We identified data on current housing types and trends, including rental housing and off-campus student rental housing. Additional data regarding student enrollment and on-campus student housing (University of Michigan) was evaluated. We assessed the development opportunities of seven pre-selected sites based on factors such as proximity to community services, public transportation, and crime and our firm conducted online surveys and interviews of local stakeholders to gather community input. Finally, we provided data related to the conditions, challenges and opportunities in the local housing market while also providing recommendations and strategies for meeting the housing needs of area residents.
Fee: $20,000 (On Budget) | **Timeline:** 4 Months (On Time)
New Hanover County, NC (2020)
Client: New Hanover County Finance Department, 230 Government Center Drive, Suite 165, Wilmington, NC 28403 **Current Contact:** Rachel LaCoe – (910) 798-7442| rlacoe@nhcgov.com **Scope:** Bowen National Research was commissioned to complete a Housing Needs Assessment for the county, with some emphasis placed on the city limits of Wilmington. The study provided an assessment of existing housing conditions, demographics and market demands with an assessment of present and future unmet housing demand (5-year estimates). We also identified data on current housing types and trends, including rental housing, for-sale housing and senior care facilities. Finally, we provided data related to the conditions, challenges and opportunities in the local housing market while also providing recommendations and strategies for meeting the housing needs of area residents. **Fee:** $34,000 (On Budget) | **Timeline:** 6 Months (On Time)

Evansville, IN (2014-2022)

Client: Evansville Department of Metropolitan Development, 1 NW MLK Jr. Blvd, Evansville, IN 47708

Current Contact: Mr. Kelley Coures - (812) 436-7806 | kcoures@evansville.in.gov

Scope: Bowen National Research was retained by the Evansville Department of Metropolitan Development to prepare a housing needs assessment encompassing the city of Evansville, with emphasis on Qualified Census Tracts (QCT's). The study provided an assessment of existing housing conditions, demographics and market demands with an assessment of present and future unmet housing demand (5-year estimates). We also identified data on current housing types and trends within the city limits and specific to QCT's, with additional consideration given to the housing demands and availability of the surrounding areas of Vanderburgh County and the MSA. This included projections of future demographics and any changes in housing trends. The study identified vacant parcels and buildings as potential sites for residential development and provided strategies and priorities for the town to consider that would support identified housing needs. This study was used to assist in the city's consolidated plan. Additionally, in 2015-2021 our firm was asked to complete subsequent updates to the original report, with a full housing needs assessment update completed in February 2020.

Fee: $29,900 (On Budget) | **Timeline:** 4 Months (On Time)

Each of these assessments were written by the firm's President, Patrick Bowen, and all research was conducted by Mr. Bowen and other key staff members. *All of our reports have been prepared within the timeline required (if not before) and within the proposed budget. In addition, Bowen National Research continues to serve in a consulting capacity for the majority of these projects.*

A full listing of housing needs assessments completed by our firm since 2018 is included in the table below.

Housing Needs Assessment Experience		
Location	**Client**	**Completion Year**
Dublin, GA	City of Dublin Purchasing Departments	2018
Evansville, IN	City of Evansville, IN - Department of Metropolitan Development	2018
Beaufort County, SC	Beaufort County	2018
Burke County, NC	Burke County Board of REALTORS	2018
Ottawa County, MI	***HOUSING NEXT***	***2018***
Bowling Green, KY	City of Bowling Green Kentucky	2019
Evansville, IN	City of Evansville, IN - Department of Metropolitan Development	2019
Zanesville, OH	City of Zanesville Department of Community Development	2019
Buncombe County, NC	City of Asheville Community and Economic Development Department	2019
Cleveland County, NC	Cleveland County Government	2019
Frankstown Twp., PA	Woda Cooper Companies, Inc.	2019
Taylor County, WV	Taylor County Development Authority	2019
Lac Courte Oreilles Reservation, WI	Lac Courte Oreilles Ojibwa Community College	2019
Owensboro, KY	City of Owensboro	2019
Asheville, NC	City of Asheville Community and Economic Development Department	2020
Evansville, IN	City of Evansville, IN - Department of Metropolitan Development	2020
Youngstown, OH	Youngstown Neighborhood Development Corporation (YNDC)	2020
Richlands, VA	Town of Richlands, Virginia	2020
Elkin, NC	Elkin Economic Development Department	2020
Grand Rapids, MI	***Grand Rapids Area Chamber of Commerce***	***2020***
Morgantown, WV	City of Morgantown	2020
Erwin, TN	Unicoi County Economic Development Board	2020
Ferrum, VA	County of Franklin (Virginia)	2020
Charleston, WV	Charleston Area Alliance	2020
Wilkes County, NC	Wilkes Economic Development Corporation	2020
Oxford, OH	City of Oxford - Community Development Department	2020
New Hanover County, NC	New Hanover County Finance Department	2020
Ann Arbor, MI	***Smith Group, Inc.***	***2020***
Austin, IN	Austin Redevelopment Commission	2020
Evansville, IN	City of Evansville, IN - Department of Metropolitan Development	2021
Giddings, TX	Giddings Economic Development Corporation	2021
Georgetown County, SC	Georgetown County	2021
Western North Carolina (18 Counties)	Dogwood Health Trust	2021
Carteret County, NC	Carteret County Economic Development Foundation	2021
Ottawa County, MI	***HOUSING NEXT***	***2021***
Dayton, OH	Miami Valley Nonprofit Housing Collaborative	2021
High Country, NC (4 Counties)	NC REALTORS	2022
Evansville, IN	City of Evansville, IN - Department of Metropolitan Development	2022
Rutherfordton, NC	Town of Rutherfordton	In Process
Spindale, NC	Town of Spindale	In Process
Barren County, KY	The Barren Economic Authority	In Process
Kirksville, MO	City of Kirksville	In Process
Wood County, WV	Wood County Development Authority	In Process
Cherokee County, NC	Economic and Workforce Development, Tri-County Community College	In Process
Rowan County, KY	Morehead-Rowan County Economic Development Council	In Process
Yancey County, NC	Yancey County Government	In Process
Ottawa County, MI Senior Housing Needs	HOUSING NEXT	In Process
Avery County, NC	Avery County Government	In Process

Project Team

Patrick Bowen, President of Bowen National Research, has conducted numerous housing needs assessments and provided consulting services to city, county and state development entities as it relates to residential development, including affordable and market rate housing, for both rental and for-sale housing, and retail development opportunities. He has also prepared and supervised thousands of market feasibility studies for all types of real estate products, including housing, retail, office, industrial and mixed-use developments, since 1996. Mr. Bowen has worked closely with many state and federal housing agencies to assist them with their market study guidelines. Mr. Bowen has his bachelor's degree in legal administration (with emphasis on business and law) from the University of West Florida and currently serves as a Trustee of the National Council of Housing Market Analysts (NCHMA). Mr. Bowen has served as the lead author/analyst of more than 50 housing needs assessments since 2010.

The following individuals will provide research and analysis assistance and have been involved with previous housing needs assessments completed by our firm in some capacity:

Christopher Bunch, Market Analyst, has more than a decade of experience in conducting both site-specific market feasibility studies and broader housing needs assessments. He has conducted on-site market research of a variety of housing product, conducted stakeholder interviews and completed specialized research on housing market attributes including the impact of military personnel, heirs and estates and other unique factors that impact housing needs.

Desireé Johnson is the Director of Operations for Bowen National Research. Ms. Johnson is responsible for all client relations, the procurement of work contracts, and the overall supervision and day-to-day operations of the company. Ms. Johnson also coordinates and oversees research staff and activities. She has been involved in the real estate market research industry since 2006. Ms. Johnson has an Associate of Applied Science in Office Administration from Columbus State Community College.

Jody LaCava, Research Specialist, has nearly a decade of real estate research experience. She has extensive experience in surveying a variety of housing alternatives, including rental, for-sale, and senior housing. She has experience in conducting on-site research of real estate, evaluating existing housing properties, conducting interviews, and evaluating community services. She has been involved in industry leading case studies, door-to-door resident surveys and special needs housing research.

Pat McDavid, Research Specialist, has conducted housing research for housing needs assessments completed throughout the country. Additionally, he is experienced in analyzing demographic and economic data in rural, suburban and metropolitan communities. Mr. McDavid has been a part of the development of market strategies, operational and fiscal performance analysis, and commercial, industrial and government (local, state, and federal) client consultation within the construction and manufacturing industries. He holds a bachelor's degree in Secondary Earth Science from Western Governors University.

In-House Researchers – Bowen National Research employs a staff of in-house researchers who are experienced in the surveying and evaluation of all rental and for-sale housing types, as well as in conducting interviews and surveys with city officials, economic development offices and chambers of commerce, housing authorities and residents.

No sub-consultants or subcontractors will be utilized throughout this research and analysis.

Resources

Bowen National Research incorporates comprehensive data collection and processing systems and combines them with state-of-the-art data analysis tools. The following summarizes the resources that will be allocated to this assignment:

- Call Center – In addition to market analysts assigned to this project, our firm possesses a call center with several highly trained and experienced real estate researchers that will conduct interviews, surveys and other relevant research.

- Housing Supply Database – Our firm has developed a customized database that stores and processes housing supply data that Bowen staff collects.

- Geographic Information System – We use GIS information via ARC GIS to process, analyze and present data related to economics, demographics and housing supply.

- Program Management System – Our firm has developed a customized Project Management System to manage each Housing Needs Assessment, enabling our firm to allocate resources, track progress and coordinate research and analysis tasks.

Work Plan

Bowen National Research begins each assignment with a kick-off conference call/virtual meeting. The purpose of this call is to ensure that all parties involved agree with the scope of work. This also allows our firm to request any specific assistance from the client.

The following steps outline our proposal to conduct this analysis for Muskegon, Michigan. ***Our firm is willing to customize its research and analysis to meet the client's specific needs.***

STUDY AREA DELINEATION:

The foundation of the analysis is the establishment of the Study Areas. The Study Areas are the geographic areas from which demographic and economic factors influence housing needs. For the purpose of this analysis, the Primary Study Area (PSA) will be the boundaries of the city of Muskegon. We may also define a Secondary Study Area (SSA) that may encompass the boundaries of Muskegon County. In addition to the PSA and possible SSA, we will establish submarkets for the city's 14 identified neighborhoods. We will work with the client to define the SSA and submarket boundaries.

EVALUATION OF DEMOGRAPHICS, ECONOMICS AND HOUSING

A socio-economic profile will be created for each study area, as data is available. The profile will provide in-depth details about the market area, including population and household characteristics, development characteristics, economic characteristics, current housing stock, and the housing market conditions. Sources used for this portion of the study will include U.S. Census, ESRI, local auditor/assessor, interviews with local officials and other experts, and in-house and "on the ground" field research by Bowen National Research.

Population and Household Characteristics

We will identify the current population and household profiles within the study area including, at a minimum, the concentration and population density of low-, middle- and high-income areas. The following population and household characteristics will be analyzed and displayed for the study area for 2000, 2010, 2022, and 2027. We will include 10- to 20-year demographic projections for selected data sets that will be used in our Housing Gap Estimates.

- Population counts and density
- Household demographic characteristics
  - Age levels, household types, changes in household size, special needs populations, race/ethnicity
- Socioeconomic aspects
  - Education levels, housing tenure, households by income range, and median household/family income and poverty statistics
- Mobility/migration patterns
  - Data and analysis of county-level migration, both in- and out-migration
  - Migration population profiles (geography, age, income, etc.)
  - Impact the current housing stock may or may not have on household demographic and socioeconomic household characteristics

Economic Characteristics and Trends

We will evaluate numerous economic characteristics and trends for the county as a whole. These data sets include the following employment by occupation/job sector, wages by occupation, identification of top individual employers and assessment of potential changes, unemployment rates, total employment, in-place employment and employee mobility patterns.

We will use the preceding economic metrics to determine how economic conditions and trends are impacting the demand for housing. Interviews with local employers and economic development representatives will be conducted to obtain insight on local employment trends and potential changes (expansions or layoffs) in the employment base. An analysis of the location of major employment centers, availability to public transit and a drive-time analysis will be provided to determine how employment and transportation may influence housing market conditions and demand.

HOUSING SUPPLY ANALYSIS

Secondary Housing Data

Housing stock characteristics will be analyzed and displayed for the Study Areas (based on U.S. Census data and ACS data), including housing tenure (renter-occupied vs. owner-occupied), vacancy rates by tenure, age of housing, types of housing supply (single-family, duplex, multifamily, etc.), general housing condition (based on evaluation of substandard housing conditions cited in U.S. Census), housing values, rent levels, building permit data and cost burdened households. This data will be used to supplement the on-site housing data we will collect, as described below.

Housing Market Conditions

Bowen National Research will utilize in-house research and "boots on the ground" research approach to collect housing data within the study areas. Detailed maps of all housing types identified will be provided.

- **Multifamily Rental Housing:** We will identify multifamily rental housing properties, including government-subsidized and affordable Tax Credit properties, as well as market-rate properties (generally with more than 10 units at a single location). An in-person field survey will be completed for the study area and will be used to measure the overall strength of the rental market. This in-person survey also allows our firm to conduct a visual exterior inspection of each property to rate its overall condition and neighborhood location. Detailed data will be collected including rental rates, subsidy types, vacancy rates, amenities, year built, utility responsibility, Housing Choice Voucher holders, etc. We will also identify housing developments that are at-risk of losing rent subsidies and expiring use restrictions for Low-Income Housing Tax Credit developments.
- **Non-Conventional Rentals:** Through online resources such as Craigslist and area property management websites, we will inventory available non-conventional rental properties, such as duplexes, single-family homes, mobile homes, units over storefronts, etc. This inventory will be limited to only what can be identified as "available for-rent" at the time of our analysis and will not include a comprehensive list of all such units that are currently rented/occupied. However, secondary data will be presented and evaluated to assess certain attributes (such as rents, age, size, etc.) of non-conventional rentals.
- **Vacation/Short-Term Rentals:** We will identify advertised vacation rentals (single-family homes, condos, cottages, etc.) and obtain typical lease rates. We will compare historical trends to determine if such rentals are becoming more frequent and how this may be impacting the permanent housing stock. We will also interview local real estate professionals and/or vacation rental agencies to obtain anecdotal comments regarding persons who may be choosing to move into their vacation/second homes full-time. Using published secondary data sources (ACS, Air BnB), we will also compare

historical counts of seasonal/vacation homes in the market to determine the degree to which such rentals impact the market and how this has changed over time.

- **For-Sale Housing:** We will obtain for-sale home data for the market from sources such as Multiple Listing Services, Realtor.com, local tax assessor, and other sources. Data will be collected and analyzed for both historical sales (typically from 2019 to current) and available for-sale housing alternatives. We will evaluate product by price point, bedroom type, year built, days on market, and location.
- **Senior Care Housing:** Identification and survey of senior care housing, including independent living, assisted living and nursing care facilities. Information collected will include total beds, occupancy, waiting list and base monthly rates.
- **Development Pipeline & Building Permits:** Building statistics will be evaluated and interviews with officials familiar with the residential development pipeline will be interviewed. The research will describe the likelihood of construction, timing of the project, and its impact on the market.

SPECIAL NEEDS ANALYSIS

We will provide an overview of up to three special needs populations (e.g. homeless, veterans, disabled, etc.) that includes information on the designated population, housing provided for this population, financial assistance provided, etc. We will finalize the selected populations with the client prior to commencement of work.

STAKEHOLDER SURVEYS

While numerous methods are available to collect input from community stakeholders, including focus groups, our firm has had significant success in collecting input from online surveys. These surveys will provide valuable insight into the area housing market, analyzing current market conditions and perceptions, barriers to development and development alternatives in the area. Stakeholders will be asked for input on what housing products should be a priority for the area. We will incorporate the results of the interviews into our recommendations for future housing needs. *The client will need to assist in providing a list of potential stakeholders that we can interview. We will also enable the client to review and contribute to the stakeholder survey instrument.*

Individuals to be interviewed will include, but not be limited to:

- Housing authority representatives
- Government officials
- Economic development officials
- Chambers of Commerce representatives
- Realtor associations
- Lenders/financial services
- Neighborhood organizations
- Major employers
- Rental property managers
- Real estate agents
- Social service providers
- Local housing developers

DEVELOPMENT COSTS/GOVERNMENT REGULATIONS

An overview of typical residential development costs, availability of land/buildings (adaptive reuse), government regulation, and other common barriers will be provided. Analysis will be done with use of published secondary data sources, review of online resources, and interviews.

HOUSING DEMAND (GAP ANALYSIS)

Based on the existing housing stock within the study area and current demographics, a housing gap analysis will be completed for the PSA and will be shown for a five-year projection period and possibly additional dates in the future. The gap analysis will determine whether a deficit or surplus of housing units exists for households at various income bands for rental and for-sale. As requested in the RFP, the income stratifications to be utilized in this analysis will include households broken out by the following Area Median Household Incomes (AMHI): up to 30%, 31%-60%, 61%-80%, 81%-100%, 101%-120% and 121% and higher. The demand analysis will consider existing current household estimates, household growth projections by income and tenure, additional units required for a balanced market, replacement of substandard housing and account for potential commuter support.

CONCLUSIONS/RECOMMENDATIONS

We will provide the following recommendations/strategies:

- We will provide a summary of the market's overall housing market needs, including priorities for the types of housing in greatest need. We will provide a quantitative summary of the different types of rental and for-sale housing by rent/price point and corresponding household income levels that are needed. Development considerations associated with geography, amenities and other design elements will be discussed. This analysis will enable the client to understand their greatest housing needs and allow them to begin to structure policies and/or establish incentives to support targeted housing product.
- We will outline various best practices/strategies, such as policies, programs, priorities and incentives that will encourage and direct the development and preservation of various product types (e.g., affordable and market-rate), housing tenures and market segments (family and senior). This may include modification of current policies and incentives in place in the market and/or the introduction of new policies and incentives.
- If requested, we can provide recommendations and strategies for possible partnerships for housing development to meet local housing needs and methods to reach such organizations.

The report and conclusions will provide government entities, area housing professionals, and other interested stakeholders with the base of knowledge to make informed strategic decisions on housing priorities and plans.

Optional Services

There are various add-on services that may benefit the client as part of this assessment. Below is a list summarizing these services. The cost for each of these services is included in the *Fee Schedule* section of this proposal.

- **Evaluation of Community Services:** We will include an inventory of key community services within the community (e.g. schools, shopping, medical, public safety, and employment opportunities) to determine how the abundance or lack of such services may impact housing decisions within the community. We will also include a map of notable identified services in the study areas.
- **Residential Development Opportunities:** Identification of vacant land and buildings of a certain size that could potentially support residential development. Profiles of each property will be provided and include location, type of property (building or land), size (square feet or acreage), zoning, etc.
- **Crime Analysis:** Collection of local crime data and conclusions as to how higher concentration of crime impacts current housing and future housing development.
- **Resident Survey:** An online survey can be conducted to solicit input from area residents on current housing characteristics and issues, along with input on housing preferences and needs. Bowen will work with the client to advertise and promote the survey in an effort to create awareness and participation in the survey.
- **Residential Blight/Housing Conditions:** We will identify blighted structures and assess overall conditions of existing housing structures (both occupied and vacant) within selected incorporated areas of the county through a review of city code violations and tax delinquencies (if available), and an on-site windshield survey which involves a representative of Bowen National Research driving the area and documenting housing conditions (e.g. noting roof, siding, windows, doors, etc. housing conditions). All identified properties will be mapped.

Utilization of City Staff

Bowen National Research may request that city staff provide information on local economic development activity, housing projects in the development pipeline, links and/or copies to previous reports completed, and coordination of surveys for various proposed work elements.

Schedule

Our firm proposes to complete this assignment within approximately six (6) months of contract execution. Based on information provided in the RFP, below is an estimated timeline of research tasks and deliverables.

Research Task	Timeline
Kick Off Call	June
In-house research and phone surveys • Rental Housing • MLS Data/For-Sale Housing • Non-Conventional Rentals/Short-Term Rentals • Senior Care Housing	June 2022 – September 2022
Collection of Secondary Data • Demographic Trends • Economic Trends • Migration/Commuter Data • Building Permits	September – October 2022
"On the Ground" Field Research Photographs/Quality Ratings of Housing	October 2022
Community Input Surveys (online)	August – October 2022
Compilation/Data Entry of Data	October – November 2022
Development Costs/Government Regulations	July – September 2022
Special Needs Research	July – September 2022
Analysis of All Data	October – December 2022
Submit Draft for Review	December 2022
Finalize Draft	After Client Review/Comment
1 In-Person Meeting/Presentation	After Client Review/Comment/Issue of Final Report

As outlined in the Work Plan, we have proposed various optional work elements. Should any of these work elements be selected, the following table outlines the proposed work schedule of these elements:

Optional Work Elements	
Research Task	**Timeline**
Evaluation of Community Services	September – October 2022
Residential Development Opportunities	September – October 2022
Crime Analysis	October 2022
Resident Survey	August-October 2022
Residential Blight/Housing Conditions	September – October 2022

Deliverables

Deliverables for the analysis will include:

- Monthly progress reports in writing.
- Preliminary draft of the report in PDF format.
- Final copy of the report as a searchable PDF document plus 1 unbound color copy and 4 bound color copies
- 1 in-person meeting/presentation at the conclusion of the analysis. Additional in-person meetings and/or presentations can be conducted for an additional to-be-negotiated fee.

Cost Proposal

The fee for the Housing Needs Assessment **will not exceed $33,500** excluding optional services. This fee is all-inclusive and includes all out-of-pocket expenses. Bowen National Research will be responsible for any overages.

Staffing/Task Fee Schedule			
Position	**Hours/Number**	**Hourly Rate**	**Total**
Head Analyst (Analysis/Report Writing/1 In-Person Presentation)	80	$125	$10,000
Field Analyst (Including Travel)	120	$75	$9,000
In-House Research/Phone Surveys	160	$30	$4,800
GIS Staff: Demographics, Economic, GIS/Mapping	80	$50	$4,000
Production/Data Entry	80	$30	$2,400
Color-Copies	5	$30	$150
Profit	-	-	$3,150
Total	**525**	**-**	**$33,500**

It is our preference that the client pays 25% of the total cost at the time of contract execution, 50% at the time of draft completion, and the final 25% at the time of receipt of the final report. **These terms are negotiable.**

Requested Payment Schedule
Contract Execution (25%)
Draft Completion (50%)
Final Draft Completion (25%)

We anticipate additional discussions with the client, which may modify or refine objectives or alter the scope of work. This might impact the time schedule, final cost analysis, and the delivery date of the final report.

City-wide optional work elements and their associated fees are outlined in the following table.

Optional Work Elements	
Work Element	**Fee**
Evaluation of Community Services	☐ $1,900
Residential Development Opportunities	☐ $2,900
Crime Analysis	☐ $900
Resident Survey	☐ $4,000
Residential Blight/Housing Conditions	☐ $2,900

MBE/WBE Enterprise

Bowen National Research is not a Minority or Women Business Enterprise. All work will be performed by employees of Bowen National Research.

It is the policy of Bowen National Research to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law. Bowen National Research prohibits any such discrimination or harassment.

RKG
ASSOCIATES INC

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Alexandria, VA 22314
Tel: 703-739-0965
Fax: 703.739.0979
E-mail: arch@rkgassociates.com

May 12, 2022

Mr. Jake Eckholm, Director of Development Services
Muskegon City Hall
933 Terrace
Muskegon, MI 49440

Dear Mr. Eckholm:

On behalf of RKG Associates, Inc., I am pleased to submit the enclosed proposal in response to the City's request for proposals for a Housing Market Study and Analysis on April 13, 2022. The City is facing some unusual housing market conditions. As a recent study published by Fortune and prepared by CoreLogic reported, the City of Muskegon is ranked as one of the top thirteen metropolitan housing markets in the U.S. with an elevated risk (50-75% risk) of experiencing a housing price drop over the next twelve months.

RKG Associates, Inc. was recently selected by the City to prepare its Analysis of Impediments to Fair Housing Choice and will be working the cities of Muskegon, Muskegon Heights and Norton Shores over the next six months. We have completed many analyses of local housing market conditions throughout the United States and RKG Associates, Inc. is a nationally recognized economic, planning, and real estate advisory firm headquartered in Alexandria, Virginia, with offices in Dallas, Texas, Boston, Massachusetts, Atlanta, Georgia and Durham, New Hampshire.

RKG has been in the planning and economic consulting business for over 42 years and has built a solid reputation on being a respected and trusted advisor to thousands of communities, private development companies, local housing authorities and community development agencies throughout the country. As market economists, housing experts and real estate advisors, we typically work with clients to prepare holistic strategies that capitalize on local competitive advantages to create strategies that result in new affordable housing, new capital investment, and increased quality of life.

RKG Associates is ready to meet the needs of the City of Muskegon on this important assignment. If our firm is selected for this assignment, we believe that this project would take roughly six months to complete, in conjunction with the Analysis of Impediments. We look forward to the opportunity to further discuss our approach and our firm's qualifications. If you have any questions, please contact me by e-mail at arch@rkgassociates.com or call my cell phone at 703-585-3944.

Sincerely,

Economic
Planning
and
Real Estate
Consultants

Russell Archambault
Vice President and Principal

ORIGINAL

Response to Request for Proposals

May 12, 2022

HOUSING MARKET STUDY AND ANALYSIS

CITY OF MUSKEGON, MICHIGAN

Prepared by:

RKG
ASSOCIATES INC

RKG Associates, Inc.
Economic, Planning and Real Estate Consultants

300 Montgomery Street, Suite 203
Alexandria, Virginia 22314
Tel: 703-739-0965

Proposal to Provide an Housing Market Study and Analysis
City of Muskegon, Michigan

May 12, 2022

Prepared for:

Mr. Jake Eckholm, Director of Development Services
Muskegon City Hall
933 Terrace
Muskegon, MI 49440

Prepared by

RKG
ASSOCIATES INC

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TEAM PROFILE AND STAFFING PLAN

SECTION 1 TEAM PROFILE AND MANAGEMENT PLAN

RKG
ASSOCIATES INC

RKG Associates, Inc. – Alexandria, VA

Economic, Planning and Real Estate Advisors

RKG Associates, Inc. is a full service economic, planning, and real estate consulting firm with offices located in Boston, MA, Atlanta, GA, Dallas, TX and headquartered in Alexandria, VA. Since our founding in 1981, the firm has successfully completed thousands of consulting assignments regionally, nationally, and internationally, providing a comprehensive range of economic, planning, and real estate advisory services to governmental, business, and institutional clients. The firm currently employs 10 full-time professionals. We have grown to become one of the most respected economic and real estate advisory consulting firms in United States.

RKG Associates specializes in the application of economic analysis to economic development, real estate development and financing issues, toward the goal of attracting private sector investment and job creation. The firm has completed numerous commercial market analyses and is skilled at assessing the economic and fiscal impacts of development projects on localities and regions. These analyses have included urban redevelopment projects, neighborhood-scale revitalization projects, retail malls and a variety of mixed-use developments, from site-specific to large-scale strategic planning. Finally, the firm has worked with communities across the country in developing achievable strategies for attracting and retaining key industries and strengthening local economies.

Our firm has assembled a group of highly qualified professionals who bring their own unique perspective to each assignment, and the firm's strength lies in the diversity of backgrounds and disciplines represented within the organization. The talents of staff economists, planners, financial analysts, appraisers, and real estate professionals are brought together in a team effort to solve client problems. RKG Associates also has access to, and works with, a wide array of affiliates and consultants who provide technical expertise in such areas as architecture, urban design, engineering, environmental science, and associated disciplines.

RKG Associates Core Service Areas

PLANNING SERVICES

Sound planning positions an organization or community for success. Practical planning efforts enables agencies the ability to progressively meet their needs on an ongoing basis. Operation and organizational development focus on the people and processes that accelerate and improve growth initiatives. Simply put, focus is placed on the critical factors – the core mission and goals of the organization – so that adequate resources are allocated to the activities that provide the greatest benefit. When an organization is faced with crucial decisions that have the potential to infinitely impact all four critical elements of business - human resources, financial resources, physical resources, and capital - an impartial and factual based form of planning is required. RKG's planning professionals have special expertise in evaluating overall land use patterns, rezoning strategies to encourage new investment, project management, public process and the preparation of economic base and market studies in support of the municipal master planning process. Planning services includes:

- Housing studies (i.e., affordable housing gap analysis, housing supply/demand analysis, housing development feasibility, Analysis of Impediment studies),
- Business Planning
- Master Planning
- Strategic Planning
- Brownfields Redevelopment
- Tax Base Management Strategies
- Municipal Service Studies
- Open Space and "Smart Growth" Strategies

MARKET AND REAL ESTATE ADVISORY SERVICES

Projects grounded in a market-based approach - regardless of industry - allows our clients to maximize the potential by identifying highest and best use, defining the market factors and associated impact on outcome expectations, and targeting consumer demand. RKG Associates has over 38 years of experience providing market research, development feasibility and financial feasibility consulting services to both the public and private sectors on a wide variety of real estate projects. Our project experience throughout the U.S. includes:

- Market Feasibility Studies and Financial Feasibility Studies
- Market Impact Analysis Studies
- Adaptive Reuse of Commercial and Institutional Properties
- Highest and Best Use Studies
- New Construction and Land Development
- Real Estate Market Research
- Recreational, Tourism, and Hospitality Development

ECONOMIC DEVELOPMENT SERVICES

RKG's economic consulting services center on evaluating demographic, economic, real estate and industry-wide trends within a city, region, and/or state. This research allows us to evaluate the economic and fiscal impacts of a proposed facility or new development, create a target industry analysis, or formulate an economic development plan for an area. Economic Consulting services include:

- Economic Development Strategies
- Target Industry Analysis
- Fiscal and Economic Impact Analysis
- Labor Force Studies

- Downtown Revitalization
- Urban/Waterfront Redevelopment

Contact:	Mr. Russell Archambault
Title:	Vice President and Principal
Email:	arch@rkgassociates.com
Address:	RKG Associates, Inc. 300 Montgomery Street, Suite 203 Alexandria, VA 22314
Phone:	703.739.0965
Website:	www.rkgassociates.com

Project Staffing

RKG
ASSOCIATES INC

Mr. Russell Archambault will serve as the Principal-in-Charge for RKG Associates, Inc. on the proposed Analysis of Impediments for the Cities of Muskegon, Muskegon Heights and Norton Shores, MI. Mr. Archambault joined RKG Associates, Inc. in 1994, and has over 34 years of experience in the areas of housing, real estate market research, community and economic development, economic and fiscal impact analysis, and development feasibility analysis. Since joining RKG Associates, Inc., Mr. Archambault has applied his background to managing hundreds of projects throughout the U.S. in areas of economic development strategic planning, industry cluster analysis, housing, urban neighborhood revitalization, development feasibility, local and regional economic analysis, military base reuse planning, and transportation economics. Mr. Archambault has also led the development of RKG Associates' fiscal planning expertise, which assists local governments in understanding the municipal service impacts of local land use decisions and policies. Mr. Archambault holds a Bachelor of Science Degree in Public Management from Plymouth State University and a Master of Urban Planning Degree from Virginia Tech.

Mr. Archambault will serve as Principal-in-Charge on the Housing Market Study and Analysis assignment. He will manage the public outreach and analysis process.

Ms. Summer (Zhiyin) Pan, is a Market Analyst and Urban Planner with RKG Associates, Inc. Ms. Pan joined RKG Associates in 2018 and has three years of experience in housing, economic development, land use, and real estate development. Ms. Pan has a specialty of assisting communities to envision and achieve redevelopment potentials with a focus on livability and preserving local characteristics. This spans from renovating a property to strategizing on public-private partnerships for a global network of mayors. Summer will provide GIS analysis of all demographic, housing, economic and real estate data for RKG Associates and will provide similar analytical services on the Housing Market Study and Analysis assignment. Ms. Pan possesses a

Master of City and Regional Planning Degree from Cornell University and a B.S. in Tourism Management from Beijing International Studies University, Beijing, China.

SECTION 2 PROJECT UNDERSTANDING AND APPROACH

A. Project Understanding

The City of Muskegon is located in the western region of the State of Michigan, and incorporated along Lake Michigan's Eastern shoreline. The City's population is about 39,000, located in Muskegon County with a population of 173,000. The City is now preparing to finalize its Master Plan update and is soliciting proposals to better understand housing market forces with specific intent to improve the provision of both affordable and market-rate housing.

The City of Muskegon is currently the community in Muskegon County with the most subsidized affordable units and has recently seen infill of several new multi-family LIHTC developments in and around our traditional downtown. However, reports and data from our partners in the single-family rental industry, nonprofit housing organizations, and the Michigan State Housing Development Authority also indicates that the affordable housing need in our community continues to be significant.

Many challenges make the provision of housing of any price point in Muskegon difficult, its narrow traditional grid block lots, lower than average AMI, and lower housing market values among them. Many households in Muskegon are housing cost burdened due to our large cohort of low/mod income families, and with a shortage of units and increased interest from incoming residents due to revitalization this issue seems to be worsening.

The Housing Market Analysis shall provide an in-depth assessment of the significant characteristics of the current housing market, and the projected characteristics of that market, for each of the fourteen neighborhoods in the city of Muskegon. It should, at a minimum, address the following:

- Inventory and analyze the existing housing stock. The City will work with the Consultant to determine the location and number of subsidized housing units (from HUD data), and designated affordable housing units (those which must serve as affordable housing through deed restrictions or other agreements). The Consultant will inventory and map private non-subsidized housing meeting general affordability cost criteria. Respondents should propose a methodology that conducts the inventory, identifies data and data collection methods to be used, and how the data will be used. Consultant will generate a map for each neighborhood that indicates rental units vs. owner occupied units and breaks down rentals which meet affordability criteria.

- Determine the current supply, demand, condition and cost of housing for rental and homeownership housing, including need for units by type of housing (including number of bedrooms) according to income and size of household, using most recent HUD published income guidelines, and broken down at 30%, 60%, 80% 100%, 120% and over 120% of Median Income for the City of Muskegon.

- Determine the projected supply, demand, condition and cost of housing for rental and homeownership housing, including need for units by type of housing (including number of bedrooms) according to income and size of household, using most recent HUD published income guidelines, and broken down at 30%, 60%, 80% 100%, 120% and over 120% of Median Income for the City of Muskegon between 2022/23 and 2028.

- Quantify the production and inventory the characteristics of all new housing built over the past three years, and projected to 2028, and the impact of this production on the community's housing needs, as well as the specific impact on the needs in each neighborhood in the city.

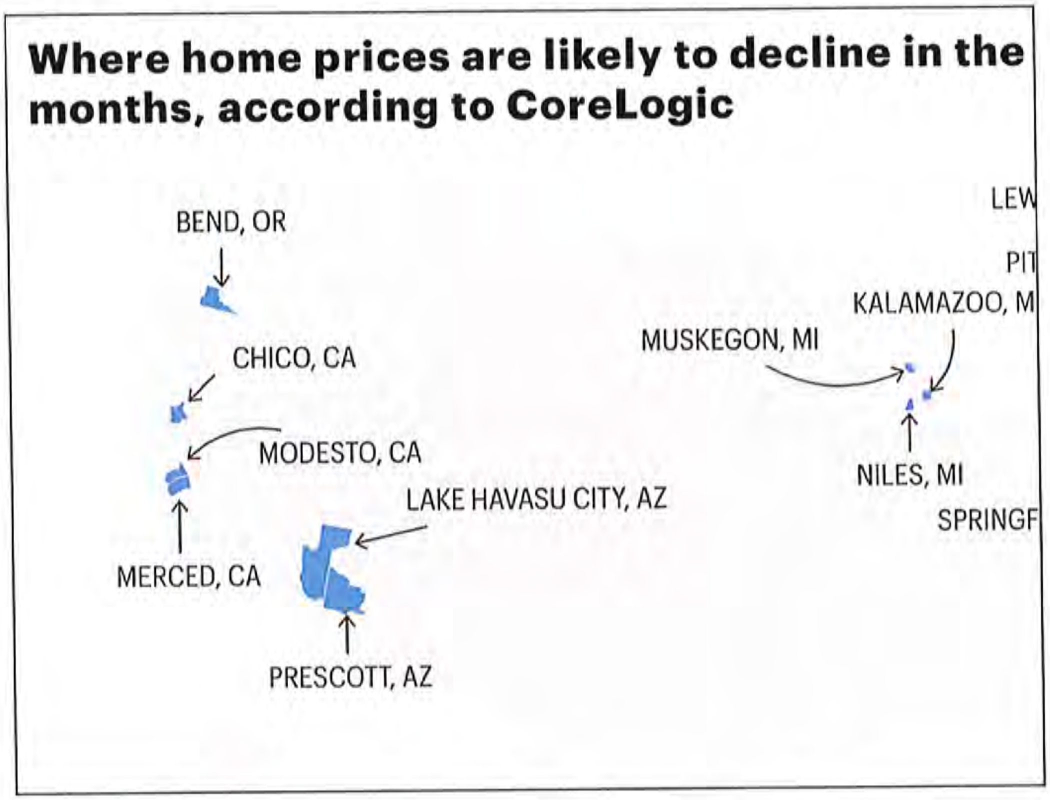
City of Muskegon at Risk of Housing Value Decline Over the Next 12 Months

Of particular relevance to the City of Muskegon, Fortune Magazine, in conjunction with the firm CoreLogic, recently published the results of an analysis of 385 metropolitan housing markets in the U.S. to identify those that were at risk of experiencing a decline in home prices over the next twelve months.

Among those markets, CoreLogic rates 13 markets as having a "high" likelihood (between a 50% to 75% probability) of declining home prices in the coming 12 months. Those 13 markets include:

- Niles, Michigan
- Lake Havasu City, Arizona;
- Chico, California;
- Lewiston, Maine;
- Modesto, California;
- ***Muskegon, Michigan;***
- Pittsfield, Massachusetts;
- Prescott, Arizona;
- Worcester, Massachusetts;
- Bend, Oregon;
- Kalamazoo, Michigan;
- Merced, California; and
- Springfield, Massachusetts.

As shown above, three of the thirteen highest risk housing markets are located in the State of Michigan.



B. Proposed Scope of Services

Task 1: Data Collection and Review Relevant Documents and Information

Before beginning any formal work tasks, RKG Associates will review relevant materials, planning documents, databases, maps, and any other information relevant to the project. A thorough review of such information will establish a research context from which to begin the project and will provide RKG Associates with a background perspective on the Town and its past and present housing market climate. To complete all elements of this analysis, RKG will need access to the cities'/county's property assessment records, preferably linked to parcel-based GIS. If GIS is not available, we will not be able to map the data analysis results.

One of the key data sources for this project will be the City/County's real property assessment records. The assessment records are an incredibly rich source of property related data that will allow RKG to create detailed profile of the City's neighborhood ho resources. RKG will mine the database for a variety of data points including:

- Property ID,
- Owner's Name,
- Property Address,
- Owner's Mailing Address (helps to identify out of town or absentee owners),

- Total building square feet,
- Total land acres/square feet,
- Land use classification,
- Land, building and total assessed value,
- Last property sale transaction amount,
- Date of last sale.

Task 2: Project Kick-off Meeting with the Client and Project Team

An initial kick-off meeting will be held with the Client and the project team. The kick-off meeting is an important opportunity for RKG Associates to better understand the relevant issues surrounding the project, and for the Client and the Consultants to come to common agreement regarding the project's objectives and to fully understand the client's expectations for the analysis and the final deliverables.

Task 3: Stakeholder Interviews

Members of the RKG Team will conduct interviews with various members of the community to better understand the local need for new housing. Possible stakeholder interviews will be conducted with the following:

- Real estate professionals, developers, builders, etc.,
- Rental property managers,
- Local planning, zoning, community development, economic development officials, and
- Others.

Task 4: Housing, Demographic and Economic Analysis

RKG Associates will prepare a housing, demographic, and economic analysis to examine the supply and demand factors that will drive future housing growth. Those data indicators and trends include:

Population and Household Demographics

- Change in population and households,
- Change in households and size,
- Change in household composition (i.e., married, single, parents with children, etc.),
- Median household incomes and ranges,
- Migration patterns,
- Commuting patterns to and from places of employment, and
- Change in employment and wages as well as projections going forward.

Housing Stock Characteristics

- Housing by type, age, value, and tenure,
- Vacancy status,

- Changes in year-round units,
- Units in structure,
- Units under construction, recently built, and permitted (type and location).

Economic Characteristics

- Employment Trends.
- Establishment Trends.
- Occupational Employment Trends.
- Regional Commuting Trends in the Hampton Roads Region.
- Identification of Regional Employment Clusters by Location. and
- Industry Wage Trends.

The RKG Team will use these data points, and more, to tell the story of Muskegon's households and their current ability to pay for housing. We will use a mixture of tables, graphs and charts, infographics, and maps to visually represent key data points along with written descriptions.

Note: RKG Associates will assemble and report this data at the neighborhood level.

Task 5: Housing Supply & Demand Gap Analysis

<u>Housing Supply Analysis</u>
RKG will conduct a local housing analysis to document the supply of owner- and renter-occupied housing priced at levels considered affordable to the local households at varying income levels. Under the task, the Consultants will document existing local housing supply in the Town.

This analysis will include calculations and comparisons of household incomes to monthly mortgage (i.e., principal, interest, taxes, and insurance) and local rental costs, including utilities. The resulting gap analysis will inform strategies and recommendations which will fill those gaps and recommend housing to meet the needs of current and future residents or seasonal or retirement homeowners.

<u>Housing Demand Analysis</u>
RKG will conduct this analysis at the three cities and county level based on the projected changes in population and households that are projected by the State's data center. These regional housing demand projections will be compared against the local supply of available housing. RKG's methodology using demographic changes in the population to project future demand, both for-sale and rental housing. In addition to these projections, RKG will request information from the three cities regarding the current housing development "pipeline" of new residential development over the next five years. Some of these projects may be under construction or going through plan review and not yet received their approvals.

Figure 1: Housing Demand Projections (2020-2030)

Housing Sales Analysis

RKG will conduct an analysis of housing sales over the past three years to identify changes in sales volumes, asking prices and locations. The analysis will include:

- Geographic Dispersion of Sales by Price Point
- Payment Delinquency/Foreclosure
- Homeownership Rates and Vacancy Rates
- Home Prices, Values, Sales, and Inventory

The run-up in sales pricing in the city has pushed Muskegon to the point of over-inflation and the risk of a housing price drop is one of the highest in the country.

Rental Housing Analysis

Rental housing market assessment will include secondary data from REIS/Moody's Analytics to evaluate the local demand for multi-family housing. The analysis will include:

- Geographic Dispersion of Rents by Price Point
- Payment Delinquency/Eviction
- Rental Tenancy Rates, Vacancy Rates, and Median Rent

Task 6 Housing Affordability Analysis

In order to understand the affordable housing needs of each community, RKG proposes to prepare a housing affordability analysis at all levels of affordability, including households with incomes above typical affordable housing thresholds. A community-level housing affordability analysis calculates the supply and demand characteristics of each city's housing supply at the following Area Median Income levels.

- Less than 30% AMI
- 30% to 50% AMI

- 50% to 80% AMI
- 80% to 100% AMI
- 100% to 120% AMI
- Above 120% AMI

Doing this analysis at the city level will be more beneficial because it will recognize the distribution of housing and housing values in the city.

Task 7: Neighborhood Housing Profile and Analysis

A detailed housing analysis will be conducted at the neighborhood-level as requested in the RFP. However, RKG recommends that some consideration be given to grouping neighborhoods into known housing submarkets. Submarkets tend to reflect common or shared real estate characteristics such as: (1) general location, (2) age of housing stock, (3) value or price range, (4) unit density or size or type of housing units. If the City would like to proceed along these lines, a price saving could be achieved by combining the city's 14 neighborhoods into perhaps 6 to 8 housing submarkets. Without doing some demographic and housing research and reviewing the neighborhood boundaries, it is not possible to identify the submarkets at this time, but we would propose to do so if selected.

The submarket or neighborhood analysis will be completed using the City's real property assessment records and parcel-based GIS. The property data points listed in Task 1 will be used for this analysis. We will also be able to overlay the demographic and housing characteristics from the census onto these geographic submarkets if desired by the city.

Finally, RKG will prepare an analysis of housing conditions with an analysis of housing values per square feet for all major housing categories. The analysis relies on building assessed values/SF as a proxy for condition and compares those values (on a per square foot basis) with the median value per square foot for all similar housing types.

For example, if detached single family homes in a given neighborhood has a structure value of $50/SF, but the average for all detached single-family homes in Muskegon is $125/SF, the subject property is equal to 40% of the median value. Properties with average assessed values less than 50% of the median value often exhibit condition problems. RKG will prepare this analysis before going into the field to make visual assessments of housing conditions.

D. COST PROPOSAL

CITY OF MUSKEGON, MI
HOUSING MARKET STUDY AND ANALYSIS
PROJECT SCHEDULE

RKG ASSOCIATES INC

Task No.	Task Description	TOTAL FEE	
PROJECT INITIATION			
Task 1	Data Collection and Review Relevant Documents and Information	$	1,750
Task 2	Project Kick-off Meeting with the Client and Project Team	$	2,500
Task 3	Stakeholder Interviews	$	2,000
Task 4	Housing, Demographic and Economic Analysis	$	5,000
Task 5	Housing Supply & Demand Gap Analysis	$	10,000
Task 6	Housing Affordability Analysis	$	7,500
Task 7	Neighborhood Housing Profile and Analysis	$	42,000
REIMBURSABLE EXPENSES (Estimated Costs)		$	3,750
	Total Fees, Meetings & Expenses	**$**	**74,500**

Note: Price could be reduced by $15,000 if the number of areas analysed is reduced from 14 neighborhoods to 8 housing submarkets

CITY OF MUSKEGON, MI

HOUSING MARKET STUDY AND ANALYSIS

PROJECT SCHEDULE

RKG ASSOCIATES INC

Task No.	Task Descriptions	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
	Notice-to-Proceed								
Task 1	Data Collection and Review Relevant Documents and Information								
Task 2	Project Kick-off Meeting with the Client and Project Team								
Task 3	Stakeholder Interviews								
Task 4	Housing, Demographic and Economic Analysis								
Task 5	Housing Supply & Demand Gap Analysis								
Task 6	Housing Affordability Analysis								
Task 7	Neighborhood Housing Profile and Analysis								
PROJECT MEETINGS									
	Client Meetings								
	City Council Presentation								

RELEVANT PROJECT EXPERIENCE

STATEWIDE HOMEOWNERSHIP STUDY

PROJECT NAME AND LOCATION
HOME: Understanding and Advancing Homeownership in Michigan

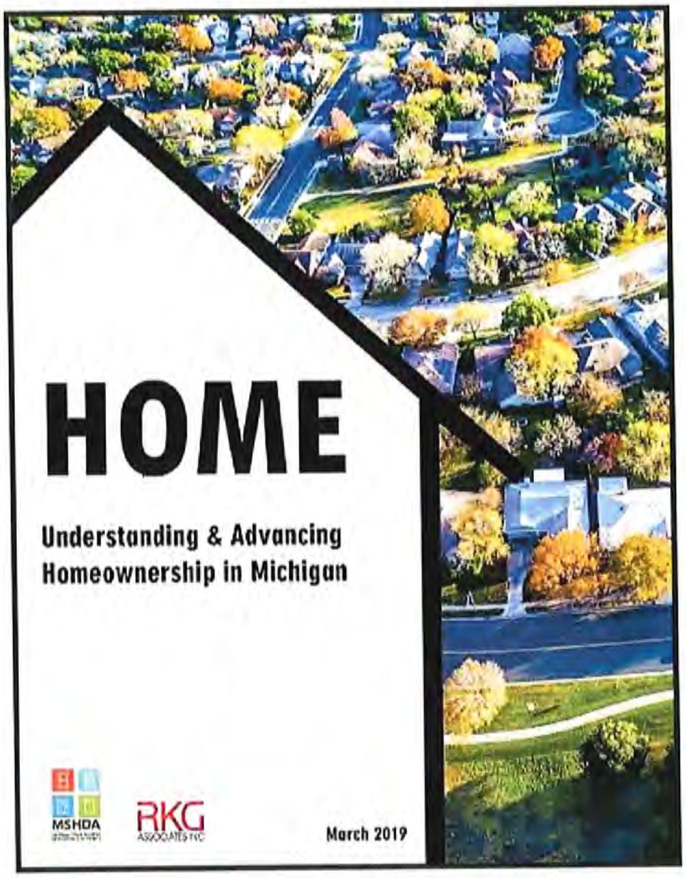
CLIENT
Michigan State Housing & Development Authority

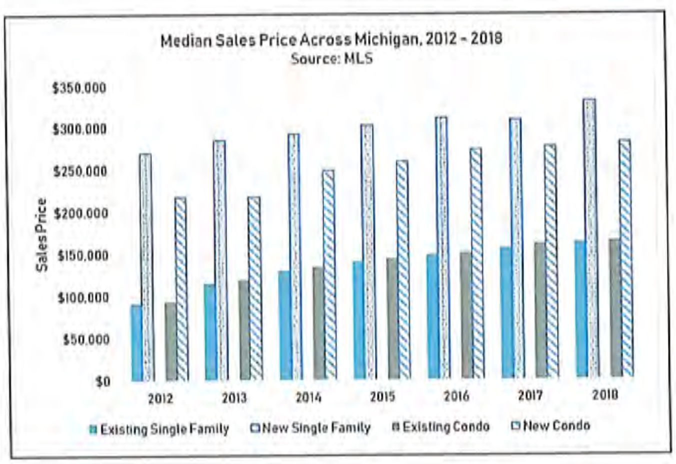
RKG SERVICES
Socioeconomic Base Assessment, Residential Real Estate Market Analysis, Affordability Analysis, Strategies and Recommendations.

SITUATION
Home prices across parts of Michigan have risen significantly over the last decade, and generally, supply has not kept pace with demand. Housing affordability and price security are critical components for creating places where residents can live comfortably without feeling stretched financially. As housing prices rise alongside most other monthly expenses, more and more households are having a tough time adjusting to the rising cost of living. The goal of the Michigan Homeownership Study was to analyze and identify the needs and gaps in the homeownership market across Michigan.

RKG APPROACH/SOLUTION
RKG compiled demographic, economic, and housing market data for every county in Michigan and aggregated the data across 13 larger regions. We also developed four case studies to highlight specific housing issues in different community types from urban to suburban to rural. To better understand housing preference and price changes, RKG compiled the first ever statewide MLS sales database which tracked sales from 2012-2018. This information was fundamental to understanding the price of new housing and how it relates to affordability across the state.

RESULTS
The study recommended strategies for housing partners across Michigan to undertake across four categories: Finance, Rehabilitation, Land Use & Zoning, and Economic Development. The state is now working with the Advisory Committee on ways to use the study to influence funding and programs.





CITYWIDE AFFORDABLE HOUSING MASTER PLAN AND PRESERVATION STRATEGY

PROJECT NAME AND LOCATION

Housing Master Plan
Alexandria, Virginia

CLIENT

The City of Alexandria, Office of Housing

RKG SERVICES

Economic Base Analysis; Housing Market Analysis; Strategic Planning; Implementation Plan.

SITUATION

The City of Alexandria Housing Department retained the services of RKG Associates, Inc. to prepare a Housing Master Plan. The City of Alexandria faces a severe shortage of affordable housing, largely due to the sharply increasing real estate costs and regional development pressures over the past decade. Since 2000, there have been dramatic declines in market affordable rental units, as well as in opportunities for affordable homeownership by individuals and families earning between 60 and 80 percent of median income.

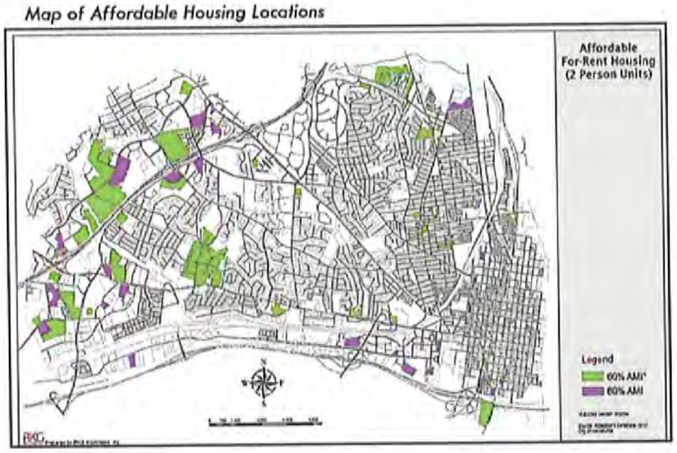
The lack of affordable choice in Alexandria's housing market threatens the community's diversity, as well as its long term economic sustainability. As such, the City of Alexandria hired RKG Associates to perform a citywide Housing Master Plan to establish a comprehensive vision to guide future development. The plan was created with the goals of preserving and enhancing affordable housing opportunities, community diversity, and economic sustainability.

RKG APPROACH/SOLUTION

RKG Associates, Inc. performed a supply and demand assessment for the City as a whole, as well as fifteen individual neighborhoods within the City. In addition to assessing the supply and demand for housing, the Consultant created a model which allows the City to test various iterations of developer-proposed programs to determine the financial feasibility of the developers' claims as well as the potential impact to the City's bottom line.

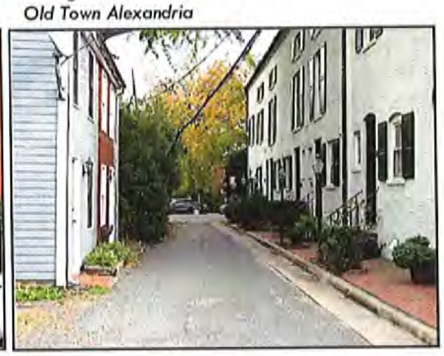
RKG identified the City's gaps in the Alexandria housing market and created a detailed implementation plan for how the City can help close these gaps in providing affordable housing for its residents. The consultant also provided the City with a highly customizable tool for assessing future development financial feasibility. The Housing Department will be able to use this tool into the future for retaining and creating a more diverse mix of housing units.

Map of Affordable Housing Locations



Side Yard Infill,
Old Town Alexandria

"Living Lane"
Old Town Alexandria



Carlyle Place and Meridian at Eisenhower
Eisenhower Ave Metro

AFFORDABLE HOUSING PLAN

PROJECT NAME AND LOCATION
Dothan Comprehensive Affordable Housing Implementation Plan

CLIENT
Dothan Department of Planning and Dothan Housing Authority
City of Dothan, Alabama

RKG SERVICES
Housing Market Research, Site Redevelopment Planning, Neighborhood Revitalization, and Community Consensus Building

SITUATION
The City of Dothan commissioned a comprehensive affordable housing study to assess the current state of affordable housing in the City based on existing conditions and market realities. The City also wanted several implementable action strategies to address affordable housing gaps identified by the assessment.

RKG APPROACH/SOLUTION
The project was organized into three (3) major phases to facilitate a straightforward transition from planning to implementation. The ***overview phase*** created a comprehensive understanding of Dothan's housing market through the review and aggregation of existing plans, data, and findings from extensive community and stakeholder outreach. The ***analysis phase*** included the collection of conditions data for over 14,000 parcels, a Parcel Analysis, and a comprehensive market analysis. The ***implementation phase*** was informed by these analyses and led to an objective, strategic decision-making process to help narrow down potential priority housing development areas.

A *Roles and Responsibilities Matrix* was created to advise specific regulatory framework recommendations, financing strategies, and internal/external organizational structures for each potential priority area. A Community Champions program, created through community engagement and outreach activities, was drafted with aim to educate residents concerning affordable housing issues and bridge communication between decision makers and residents within each priority area. The concluding deliverable, the Affordable Housing Implementation Plan, informed the city of needed resources, timetables, and responsibilities needed to implement outlined strategies.

RESULTS
The City adopted the comprehensive affordable housing study and is currently working on initiatives to revitalize some of its downtown neighborhoods, which were a focus of the analysis. The housing authority is engaged in major overhaul of one of the city's interior neighborhoods and the Dothan Housing Authority (DHA) approved a $26 million investment into what's known as Johnson Homes. Of the $26 million, the DHA will finance about $10.7 million. Roughly another $8 million will be available through tax credits that other entities purchase from the Alabama Housing Authority, and the Dothan Housing Authority will leverage $2 million of its own money into the project.

Higher density residential development is part of Dothan's affordable housing future

Johnson Home's is a low income housing development that the Dothan Housing Authority is investing $26 million to revitalize a portion of its affordable housing stock

NEIGHBORHOOD HOUSING AND REVITALIZATION STRATEGY

PROJECT NAME AND LOCATION

VAP Neighborhood Revitalization Study
Louisville, Kentucky

CLIENT

The City of Louisville Mayor's Office

RKG SERVICES

Property Condition Block Analysis, Residential Market Analysis, Funding and Organizational Capacity Assessment, Strategic Planning and Implementation Strategy

SITUATION

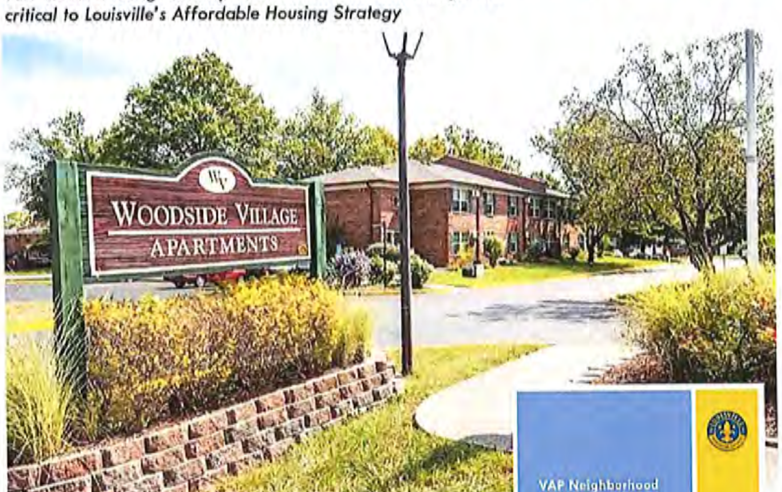
As part of a $4.8 million Bloomberg Philanthropies Grant, the City of Louisville undertook a study of its vacant and abandoned properties problem, which was particularly acute in its downtown neighborhoods. RKG Associates was retained by Mayor Greg Fischer's Innovation Team to study the factors contributing to the VAP problem and to identify viable implementation strategies for putting these properties back into productive use. RKG and its APD-U conducted a detailed analysis of over 6,000 VAP properties, some of which were owned by the City. The team met with private and nonprofit developers, city agencies and crafted a strategy built around neighborhood revitalization.

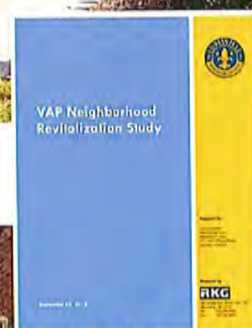
RKG APPROACH/SOLUTION

RKG Associates' analysis identified several neighborhood revitalization opportunities in areas where clusters of VAP properties were located, but where general housing conditions where either stabilized or in transition. The Consultants also identified opportunities to utilize development capacity within existing public, private and nonprofit organizations to rehabilitate existing units and create new affordable housing. The plan also called for the creation of a land bank to selectively acquire VAP properties in locations best suited for redevelopment and where private investment could be attracted.

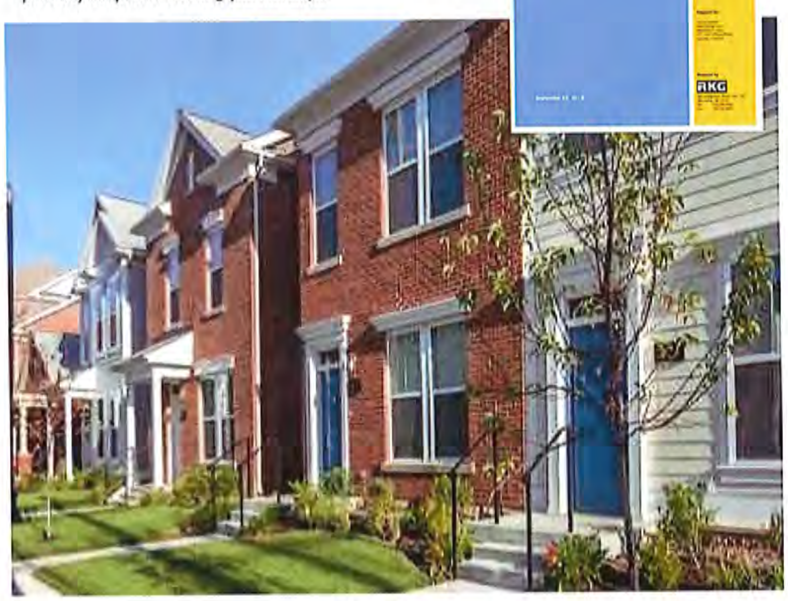
City of Louisville, Kentucky

Tax credit housing developments like Woodside Village are critical to Louisville's Affordable Housing Strategy





The VAP Neighborhood Revitalization Study focuses the City's affordable housing efforts on creating new public/private/nonprofit housing partnerships



CITYWIDE NEIGHBORHOOD HOUSING STRATEGY

PROJECT NAME AND LOCATION:
Housing Market and Affordability Analysis
Pittsburgh, Pennsylvania

CLIENT:
Housing Authority of the City of Pittsburgh

RKG SERVICES:
Residential Real Estate Market Analysis, Affordability Analysis, Strategic Planning

SITUATION:
The City of Pittsburgh has been experiencing steady household and population decline for more than 30 years. The number of households reported in Pittsburgh is nearly 40,000 less than was reported in 1970. As a result, the City's housing market has been adversely impacted, with vacancy reaching more than 12% citywide. This overabundance of housing has caused housing prices and investment to decline while creating a strong low-income rental market. As a result, the private sector has become direct market competition with the Housing Authority of the City of Pittsburgh's (HACP) public housing supply.

RKG APPROACH/SOLUTION:
The Housing Authority of the City of Pittsburgh retained the services of RKG Associates to prepare a comprehensive residential market study and strategic action plan to direct the Housing Authority's public housing investment programs over the next 10 years. RKG led a team of consultants that analyzed the City's housing supply, both public and private, and reviewed the City's public housing policies. The analysis also included a detailed affordability analysis, identifying supply and demand comparisons for all income groups.

The report concluded that the City's declining demographic trends were creating an oversupply of affordable housing in the City, which was reducing the demand for public housing. In addition, the HACP's stock was aging and lacked the amenities being sought in the marketplace. These findings resulted in a plan to reposition the HACP's housing inventory and an investment policy to create more market-driven projects.

Pittsburgh has over 90 Distinct Residential Neighborhoods

Market Rate Housing Conditions in Decline

Based on RKG's recommendations, the Housing Authority of Pittsburgh is repositioning its public housing supply. Addison Terrace is in the opening phase of a community-wide redevelopment that will result in a new mixed-income community.

INCLUSIONARY ZONING AND RENTAL HOUSING STUDY

PROJECT NAME AND LOCATION

Montgomery County Rental Housing Study
Montgomery County, Maryland

CLIENT

Maryland National Capital Park and Planning Commission (M-NCPPC)

RKG SERVICES

Rental Housing Analysis, Affordable Housing Analysis, Socioeconomic Analysis, Financial Feasibility Model

SITUATION

Montgomery County, part of the Washington, DC Metropolitan Area, boasts strong schools, major employment centers and a range of amenities that are driving housing demand and increasing rent levels. As a byproduct of inclusionary zoning, which has help create a supply appropriately-priced units for some modest and lower income households, far fewer options exist for lower income households. Acknowledging that rental housing affordability continues to be an issue within the County, the Maryland National Capital Park and Planning Commission (M-NCPPC) commissioned a countywide Rental Housing Study to analyze the current conditions of rental housing, evaluate existing policy and present recommendations and strategies for providing affordable rental units either through development or preservation.

RKG APPROACH/SOLUTION

RKG Associates, Inc. completed an initial analysis of the existing socioeconomic conditions within the County, an analysis of the rental housing supply and demand and an analysis of housing affordability at all income levels. RKG also produced a financial feasibility model to evaluate how adjustments in current policy might impact multi-family development and what options the County might have to positively influence affordability. This study included a neighborhood assessment to identify the type of neighborhood where affordable rental housing could be developed or preserved. In addition, RKG and its teaming partners provided an analysis of the County's existing housing policies and made recommendations on best affordable housing practices. The results of RKG's work will be incorporated into a set of recommendations and strategies that the County can employ to address rental housing needs today and in the future.

RESULTS

RKG Associates is still in the process of finalizing the recommendations and strategies that have emerged from this study and expects to complete the project in early 2017.

Garden Apartments: Gaithersburg, Maryland

High-Rise Apartments in Bethesda, MD are beyond the reach of most wage earners

RESUMES OF KEY PERSONNEL

RUSSELL A. ARCHAMBAULT, VICE PRESIDENT & MANAGING PRINCIPAL

PROFESSIONAL PROFILE

Mr. Archambault joined RKG Associates, Inc. in 1994, and has over 31 years experience in community and economic development, economic and fiscal impact analysis, real estate market research, and development feasibility analysis. Since joining RKG Associates, Inc., Mr. Archambault has applied his background to managing numerous projects throughout the US in areas of urban and water-front redevelopment, development feasibility, local and regional economic analysis, military base reuse planning, and transportation economics. Mr. Archambault has also lead the development of RKG Associates' fiscal planning expertise, which assists local governments in understanding the municipal service impacts of local land use decisions and policies. Mr. Archambault is a national speaker on issues of urban redevelopment and fiscal planning.

Before joining RKG Associates, Mr. Archambault was Assistant Director of Community Development for the City of Laconia, New Hampshire and also served as project manager for the Virginia Tech Economic Development Assistance Center in Blacksburg, Virginia. Mr. Archambault is managing partner of RKG Associates' Alexandria, VA office.

EDUCATION

- Bachelor of Science, Public Management, Plymouth State University, Plymouth, NH
- Master of Urban and Regional Planning, Virginia Poly-technic Institute and State University (Virginia Tech), Blacksburg, VA

PROFESSIONAL AFFILIATIONS

- International Economic Development Council (IEDC)
- American Planning Association (APA)
- Virginia Chapter of the American Planning Association (VAPA)
- Virginia Economic Developers Association (VEDA)
- Virginia Downtown Development Association (VDDA)
- National Main Street Program
- National Building Museum, Washington DC
- Northern New England Chapter-APA-Executive Committee
- Northeastern Industrial Developers Association (NIDA)
- New Hampshire Planners Association (NHPA)
- PLAN NH, Past Vice President

RELEVANT PROJECT EXPERIENCE

Market Analyses, A/I, Development Strategies

Housing Market Study and Impediments to Furthering Fair Housing Plan
Moore, OK

Mr. Archambault managed the preparation of a citywide housing market study to analysis the future demand for housing, immediately following the impact of an EF-5 tornado, where nearly 2,000 homes were destroyed. RKG was then retained to prepare Moore's Impediments to Fair Housing Analysis, which was informed by the market analysis..

Impediments to Furthering Fair Housing Plan
Norman, OK

Mr. Archambault led an effort by the Norman Housing Authority to prepare the City's Impediments to Furthering Fair Housing Plan

Affordable Housing Market Analysis
Aida, Oklahoma

RKG Associates was retained by the City to prepare an affordable housing market study to assist in the creation of a strategy to increase affordable housing. Mr. Archambault worked closely with the City's housing and community development staff and with local housing stakeholders, including the tribal leadership of the Chickasaw Nation, the largest employer in town.

Exit 150 Redevelopment Analysis
Botetourt County, Virginia

Mr. Archambault led a team of consultants in the preparation of a redevelopment plan for the Exit 150 interchange of Interstate 81 for Botetourt County, VA. Mr. Archambault conducted a detailed market analysis of several market segments including: (1) residential, (2) retail and services, (3) office and (4) hospitality. The analysis set the conditions for a redevelopment strategy that accompanied a new land plan for this important gateway entrance into the County.

Green Impact Zone Residential Market Analysis
Kansas City, MO

Mr. Archambault was retained by the newly formed Green Impact Zone organization to assist in the creation of a residential development strategy in Kansas City's urban core. As part of a public/private initiative funneling more than $150 million in new road, green energy and infrastructure investment, the most essential element of the Green Impact Zone was to reverse the out-migration of residents from a blighted 105-block area. Mr. Archambault conducted a residential market study to identify the most likely market segments to capture in the study area, both market rate and subsidized units.

RUSSELL A. ARCHAMBAULT

Alexandria Housing Master Plan, Alexandria, VA
Mr. Archambault managed the preparation of a citywide housing master plan for the City of Alexandria, VA. Mr. Archambault facilitated a public engagement process to educate and inform City residents and housing officials on the projected affordable housing needs of the City over the next 20 years, including special needs groups. The plan was the City's first comprehensive examination of it affordable housing supply.

Pittsburgh Citywide Housing Strategy, Pittsburgh, PA
Mr. Archambault was retained by the City of Pittsburgh to conduct an analysis of the City's residential market and to analyze the supply and demand for future public housing. Mr. Archambault analyzed housing in the City's 94 neighborhoods and conducted a review of the Pittsburgh Housing Authorities public housing portfolio, which was experiencing very high vacancy due to poor management and maintenance. Based on RKG's research findings, Mr. Archambault was able to assist the PHA in repositioning its public housing inventory and identified opportunities to revitalize the City's most disadvantaged communities.

Bowling Green Downtown Housing Analysis
Bowling Green, KY
The Downtown Bowling Green Redevelopment Housing Analysis was commissioned by the City of Bowling Green to analyze local housing development opportunities in the City's downtown redevelopment district. Mr. Archambault directed the analysis, accounting for both market rate and subsidized housing. The report also included an assessment of the supply and demand for home ownership opportunities.

Morgantown City-wide Housing Strategy
Morgantown, WV
RKG Associates was retained by the Fairmont-Morgantown Housing Authority to prepare a citywide housing study. Mr. Archambault directed an in-depth analysis of the City's residential housing market and the surrounding region. This study analyzed the supply and demand for housing relative to the availability, affordability, and condition of the housing stock. The impacts and demands from West Virginia University students and faculty were also considered in this analysis.

Residential Development Strategy, Blacksburg, VA
RKG Associates was retained by a local residential developer to analyze the need for additional market-rate, student, and affordable housing over the next 10 years. Mr. Archambault directed the supply and demand analysis and estimated the demand for affordably-priced housing. The analysis also included a development site screening analysis, which identified 10 potential locations for new housing development. In addition, Mr. Archambault prepared a 10-year business and development strategy for the developer Market and Development Feasibility Studies.

Millville Downtown Renaissance, Millville, NJ
Mr. Archambault provided market and feasibility support for the creation of the Downtown Renaissance Plan for Downtown Millville, NJ. This city of 25,000 pop. located between Philadelphia and Atlantic City desired to undertake a multi-phase, waterfront redevelopment strategy that would introduce urban infill housing, office develop-ment, open space/recreation, live/work artist space, and hospitality facilities to the downtown. The City is currently moving forward with the project team's recommendations and is trying to secure developer interest in a new down-town hotel and restaurant.

Courthouse Square Redevelopment Market Feasibility Analysis. Arlington County, VA
RKG Associates was retained by Arlington County (VA) Economic Development to examine the market feasibility of a previously approved site plan for a 3-block urban center. Mr. Archambault directed an analysis of market segments including: (1) high-rise office, (2) retail, and (3) full-service hotel. This study was the impetus for the County to solicit developers to create a dynamic civic space in the center of Arlington.

Capitol Hill Towers Tax Increment Financing (TIF) Feasibility Analysis, Washington, DC
RKG Associates was retained by the Washington, DC government to review the market and financial feasibility of a proposed a \$113 million, mixed-use development in southeast Washington, DC. Mr. Archambault directed and prepared 10-year operating and tax revenue projections, to determine if the proposed project could support the debt service on an \$11.5 million Tax Increment Fi-nancing (TIF) package sought by the developer, NJA De-velopment Partnership LC of New York City.

SUMMER PAN, MARKET ANALYST/URBAN PLANNER

PROFESSIONAL PROFILE

Summer (Zhiyin) Pan, is a Market Analyst and Urban Planner with RKG Associates. Ms. Pan joined RKG Associates in 2018 and has three years of experience in housing, economic development, land use, and real estate development. Ms. Pan has a specialty of assisting communities to envision and achieve redevelopment potentials with a focus on livability and preserving local character. This includes projects from renovating a property to strategizing on public/private partnerships for redevelopment solutions.

PROJECT ROLE

Ms. Pan will provide technical, GIS and analytical support to RKG Associates and will be very involved in the analysis of affordable housing needs.

EDUCATION

M.R.P., City and Regional Planning, Cornell University, Ithaca & New York, NY, 2016
B.S., Tourism Management, Beijing International Studies University, Beijing, China, 2014

RELEVANT PROJECT EXPERIENCE

Analysis of Impediments to Fair Housing Choice
Norman, Oklahoma
The City of Norman retained RKG Associates to update its 2015 Analysis of Impediments to Fair Housing Choice. Ms. Pan was responsible for all analytical elements of the plan, including the census tract-based GIS analysis and the home mortgage analysis.

Analysis of Impediments to Fair Housing Choice
Moore, Oklahoma
The City of Moore lost over 1,000 housing units in a 2013 F5 tornado. Since that time, the City has worked hard to replace several neighborhoods with new housing. Ms. Pan was involved in the City's analysis of impediments to fair housing choice and documented the creation of hundreds of new housing units in the tornado impact zone. Summer was also responsible for all analytical elements of the plan, including the census tract-based GIS analysis and the home mortgage analysis.

Howard County Route 1 Corridor Master Plan
Howard County, Maryland
The U.S. Route 1 corridor in Howard County is positioned between the City of Baltimore and Washington D.C. metropolitan area and is witnessing a rapid growth of population. It is envisioned as a growth area in the County's general plan, yet it has not attracted the level of private investment in mixed-use development and high-quality retail development envisioned by previous planning efforts and desired by residents. Retained by Howard County, RKG Associates, Inc. leads a group of consultants in planning, urban design, and transportation planning to analyze and envision redevelopment potentials along the Route 1 corridor. The RKG Team focuses on economic and demographic trends, existing land use conditions, development trends, urban design, transportation planning, and the analysis of potential redevelopment areas. This project commenced in July 2018 and will be finalized in July 2019.

Spotsylvania County Economic and Fiscal Model Update
Spotsylvania County, Virginia
Spotsylvania County, Virginia retained RKG Associates in 2012 to create an economic development model intended to guide the community towards sound development and economic growth decisions. The consultants created a fiscal planning tool that allows the County to assess the fiscal and economic impacts of projected future development patterns. This model projects the potential impact of a development scenario on revenues and expenditures of the community based on a set of user-specified assumptions over a set period. The County invited the RKG Team to update the 2012 model for the most recent fiscal year based on updated data and development conditions. RKG will deliver this project in Spring 2019.

New York City Department of Housing Preservation & Development*
New York City, NY
As a Planning Intern, Ms. Pan prepared research on community development trends to inform government RFP development. She collected and refined data from US Census Bureau and the city's open databases. She analyzed the affordability, housing conditions, and the economic and demographic trends in 199 neighborhoods using ArcGIS and Excel. She studied over 50 new development projects and produced presentations to inform community outreach. Ms. Pan also assisted city agency partners with community meetings and design charrettes for mixed-income projects.

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: Sanitation Fee Resolution
Submitted By: Kenneth Grant	Department: Finance

Brief Summary: The FY2022-23 budget calls for the Sanitation Fee to be increased from $2.50 per month to $3.50 per month, this resolution established the Sanitation Fee for FY 2022-23.

Detailed Summary: To adopt the resolution to continue charging a sanitation fee of $3.50 per month to cover the shortfall between the sanitation charges and the millage collected for sanitation.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To adopt the Sanitation Fee Resolution for FY2022-23.

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

RESOLUTION NO._____________

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on June 14, 2022.

RECTITALS

After reviewing the cost to provide sanitation services for the residents of the City of Muskegon, the City Commission has determined that the funds generated from the 3 mills dedicated to sanitation currently does not cover the costs to provide the service at its current level.

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

1. Effective July 1, 2022, a monthly service $3.50 will be charged to all residential utility billings. This increase fee is will cover the inflationary cost in fuel, labor costs, and the additional customers using the recycling program.
2. This rate increase will in effect July 1, 2022 and will be re-evaluated every fiscal year.

The above changes to be effective as noted above

This resolution adopted:

YEAS:

NAY:

CITY OF MUSKEGON

By: __________________________________
Ann Marie Meisch, MMC, City Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on June 14, 2022. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _________________________________
Ann Marie Meisch, MMC
City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: Request to Fly the Juneteenth Flag
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk

Brief Summary: Juneteenth honors the end to slavery in the United States and is considered the longest-running African American holiday. On June 17, 2021, it officially became a federal holiday. This is to request that the City of Muskegon fly the Juneteenth Flag from June 17 through June 20, 2022.

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 request.

For City Clerk Use Only:

Commission Action:

Agenda Item Review Form

Muskegon City Commission

<table>
<tr><td>Commission Meeting Date: June 14, 2022</td><td>Title: Transmittal of 2022-23 Proposed Budget</td></tr>
<tr><td>Submitted By: Ken Grant</td><td>Department: Finance</td></tr>
<tr><td colspan="2">Brief Summary: At this time staff is transmitting to the City Commission the proposed budget for fiscal year 2022-23 which starts July 1, 2022. Both hardcopy and electronic versions of the budget have been distributed to Commissioners. 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 13, 2022 work session. A public hearing on the budget was held at the regular Commission meeting on June 14, 2022. City ordinance requires that the budget be adopted by the Commission on or before the second Commission meeting in June.

https://www.muskegon-mi.gov/cresources/combined-report-for-commissioners.pdf</td></tr>
<tr><td colspan="2">Detailed Summary: N/A</td></tr>
<tr><td>Amount Requested: N/A</td><td>Amount Budgeted: N/A</td></tr>
<tr><td>Fund(s) or Account(s): N/A</td><td>Fund(s) or Account(s): N/A</td></tr>
<tr><td colspan="2">Recommended Motion: Approval of the proposed budget for fiscal year 2022-23.</td></tr>
<tr><td colspan="2">For City Clerk Use Only:

Commission Action:</td></tr>
</table>

CITY OF MUSKEGON
RESOLUTION OF APPROPRIATION
2022-23 BUDGET

WHEREAS, the City Manager has submitted a proposed Budget for 2022-23 in accordance with City Ordinance and Michigan Public Act 621 of 1978 known as the "Uniform Budgeting and Accounting Act"; and,

WHEREAS, the 2022-23 proposed Budget has been reviewed by the City Commission following a public hearing for which due notice was given; NOW, THEREFORE, BE IT RESOLVED that the Budget for the City of Muskegon for the fiscal year beginning July 1, 2022 is hereby determined and adopted as follows:

GENERAL FUND

FUND ACTIVITY NUMBER	FUND/ACTIVITY NAME	AMOUNT
101-10101	City Commission	$125,960.00
101-10102	City Promotions & Public Relations	$76,000.00
101-10145	City Attorney	$420,000.00
101-10172	City Manager	$579,296.00
101-10875	Support to Outside Agencies	$535,285.00
101-10891	Contingency and Bad Debt Expense	$47,500.00
101-20215	City Clerk & Elections	$705,904.00
101-20220	Employee Relations	$231,240.00
101-30202	Finance Administration	$647,662.00
101-30203	Pension Administration	$3,393,940.00
101-30205	Income Tax Administration	$429,054.00
101-30209	Assessing Services	$416,026.00
101-30248	Information Systems Administration	$629,530.00
101-30253	City Treasurer	$596,842.00
101-30851	Insurance Premiums	$407,941.00
101-30906	Debt Retirement	$1,069,246.00
101-30999	Transfers to Other Funds	$1,075,000.00
101-40301	Police	$10,360,165.00
101-50336	Fire	$3,376,725.00
101-50338	Central Fire Station	$92,500.00
101-50387	Building Code Inspections and Enforcement	$1,940,504.00
101-60265	City Hall Maintenance	$354,542.00
101-60446	Community Event Support/Downtown BID	$141,851.00
101-60448	Streetlighting	$350,000.00
101-60523	Sanitation	$2,378,589.00
101-60550	Stormwater Management	$28,500.00
101-70276	Cemeteries Maintenance	$601,550.00
101-70585	Parking Operations	$308,320.00
101-70628	Social District	$70,636.00

101-70751	Parks Maintenance	$2,369,983.00
101-70757	McGraft Park Maintenance	$159,344.00
101-70771	Forestry	$73,625.00
101-80400	Planning, Zoning and Economic Development	$572,331.00
101-90000	Major Capital Improvements	$3,653,000.00
	Grand Total General Fund Appropriations	$38,218,591.00

OTHER BUDGETED FUNDS

FUND ACTIVITY NUMBER	FUND/ACTIVITY NAME	AMOUNT
202,204	Major Streets and State Trunklines	5,848,269
203	Local Streets	1,648,052
264	Criminal Forfeitures	12,000

BE IT FURTHER RESOLVED that the revenues and other financing sources (including use of prior year balances) for Fiscal Year 2022-23 are estimated as follows:

GENERAL FUND

FUND/ACTIVITY NAME	AMOUNT
Taxes	$ 17,957,022
Licenses and Permits	2,426,000
Federal Grants	250,000
State Grants	1,360,000
State Shared Revenue	4,803,553
Charges for Sales & Services	5,735,719
Interest & Operating Transfers	667,100
Fines & Fees	817,444
Other Revenue	4,205,000
Total General Fund Revenue Appropriations	$38,221,838

OTHER BUDGETED FUNDS

FUND ACTIVITY NUMBER	FUND/ACTIVITY NAME	AMOUNT
202,204	Major Streets and State Trunklines	6,079,497
203	Local Streets	1,593,500
264	Criminal Forfeitures	5,020

BE IT FURTHER RESOLVED that the operating expense projections for the following non-budget funds are hereby approved:

FUND ACTIVITY NUMBER	FUND/ACTIVITY NAME	AMOUNT
305	TIFA Debt Service	$50,000
394	Downtown Development Authority Debt	721,233
290	Local Finance Development Authority Debt	282,300
295	Brownfield Redevelopment Authority (Betten)	21,000
296	Brownfield Redevelopment Authority (Former Mall)	275,000
298	Brownfield Redevelopment Authority (Terrace Point)	278,443
252	Farmers Market & Kitchen 242	336,392
254	Trinity Health Arena	2,123,301
404	Public Improvement Fund	426,500
482	State Grants Fund	2,099,203
590	Sewer	11,371,947
591	Water	14,357,965
594	Marina/Launch Ramp	394,687
661	Equipment	3,748,446
642	Public Service Building	2,197,650
643	Engineering Services Fund	760,207
677	General Insurance Fund	5,297,984

BE IT FURTHER RESOLVED, that there is hereby appropriated for said fiscal year the several amounts set forth above which, pursuant to the "Uniform Budget and Accounting Act", define the City of Muskegon's appropriation centers, and

BE IT FURTHER RESOLVED, that the City Manager is hereby empowered to transfer appropriations within appropriation centers, and

BE IT FURTHER RESOLVED, that there is hereby levied a general tax as herein fixed on each dollar of taxable valuation for the purposes herein outlined, said levy to be applied on all taxable

real and personal property in the City of Muskegon as set forth in the assessment roll dated May 2022:

PURPOSE		MILLAGE (MILIS)
	General Operating	9.7880
	Sanitation Service	2.9364
	Promotion	.0727
	Total	12.7971

At a meeting of the City Commission of the City of Muskegon, on the _____ Day of June , the foregoing resolution was moved for adoption by__________________. Commissioner ___________________ supported the motion.

Resolution declared adopted.

____
Mayor

____
City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: Concession Agreement – B&S Bikes
Submitted By: Dan VanderHeide	Department: Public Works

Brief Summary:

Staff is asking permission to enter into a contractual agreement with Benny Edwards of "B&S Bikes" at the restroom building in Pere Marquette Park for a bike rental concession.

Detailed Summary:

Staff is asking permission to enter into a Concession Agreement for 2022 with Benny Edwards of "B&S Bikes" at the restroom building in Pere Marquette Park for a bike rental concession. Mr. Edwards' proposal is included, and shows the specific location for the bikes, the style of bike and rental station Mr. Edwards owns and proposes, and other details.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion

Authorize staff to enter into a Concession Agreement with Benny Edwards of "B&S Bikes" at the restroom building in Pere Marquette Park for a bike rental concession for 2022.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Dan VanderHeide

From: Benny Edwards <bennyedwardsjr@gmail.com>
Sent: Saturday, May 21, 2022 1:42 AM
To: Dan VanderHeide
Subject: B&S Bikes LLC

Information retaining to the conversation we had on 05/20/2022 below. Please see attached photo for more information.
————————————

My name is Benny Edwards(22) born and raised in Muskegon, Mi. I am starting a bike share business named B&S Bikes LLC, and I'm looking to work with Muskegon. I am interested in placing the bike docks in front of the Pierre Marquette restroom building. A bike share program is when the Bike system allow customers to borrow a bike from a battery powered dock and return it to a dock belonging to B&S Bikes. The user enters payment information through the Movatic app, and the system unlocks a bike. The user returns the bike by placing it in the dock, which locks it in place.

Hours of operation have not been determined. Looking forward to working with the county to determine adequate hours.

--
Benny B. Edwards

B&S Bikes

Believe and succeed

Check Out

1. Use the App to locate the bike station.
2. Press "Select a Bike".
3. Enter the bike number and press "Rent Bike".
4. Bike will electronically unlock from the rack.
5. Inspect bike prior to ride. Report any issues in App.

Returns

1. Dock the bike to the pin on the rack.
   Ensure bike is securely locked to rack.
2. In the App, press Active rentals.
3. Press End Rental.

Download the App to get started.

movatic

Download on the App Store

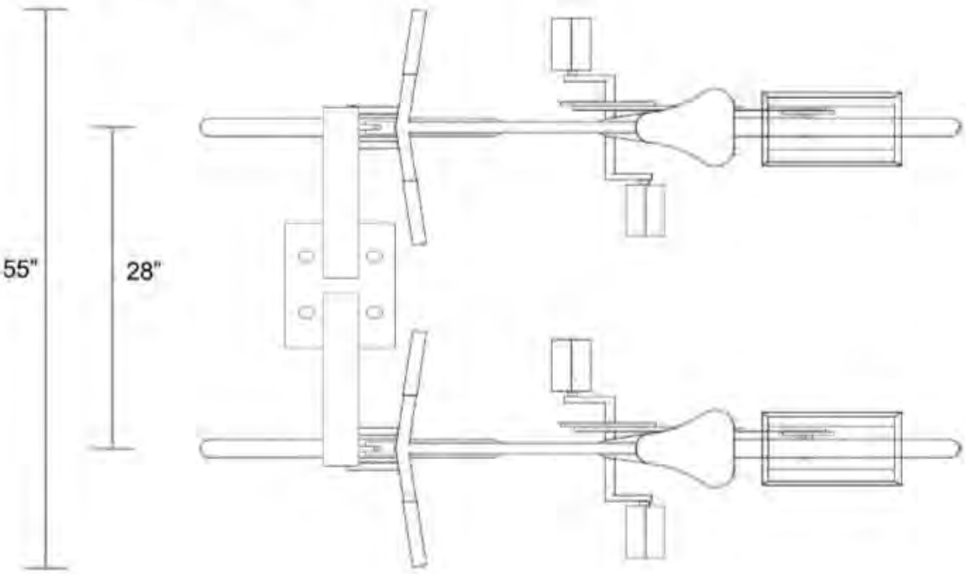
ANDROID APP ON Google play

Be sure to follow all rules of the road. Use of bike helmet is recommended. Always ride in control.

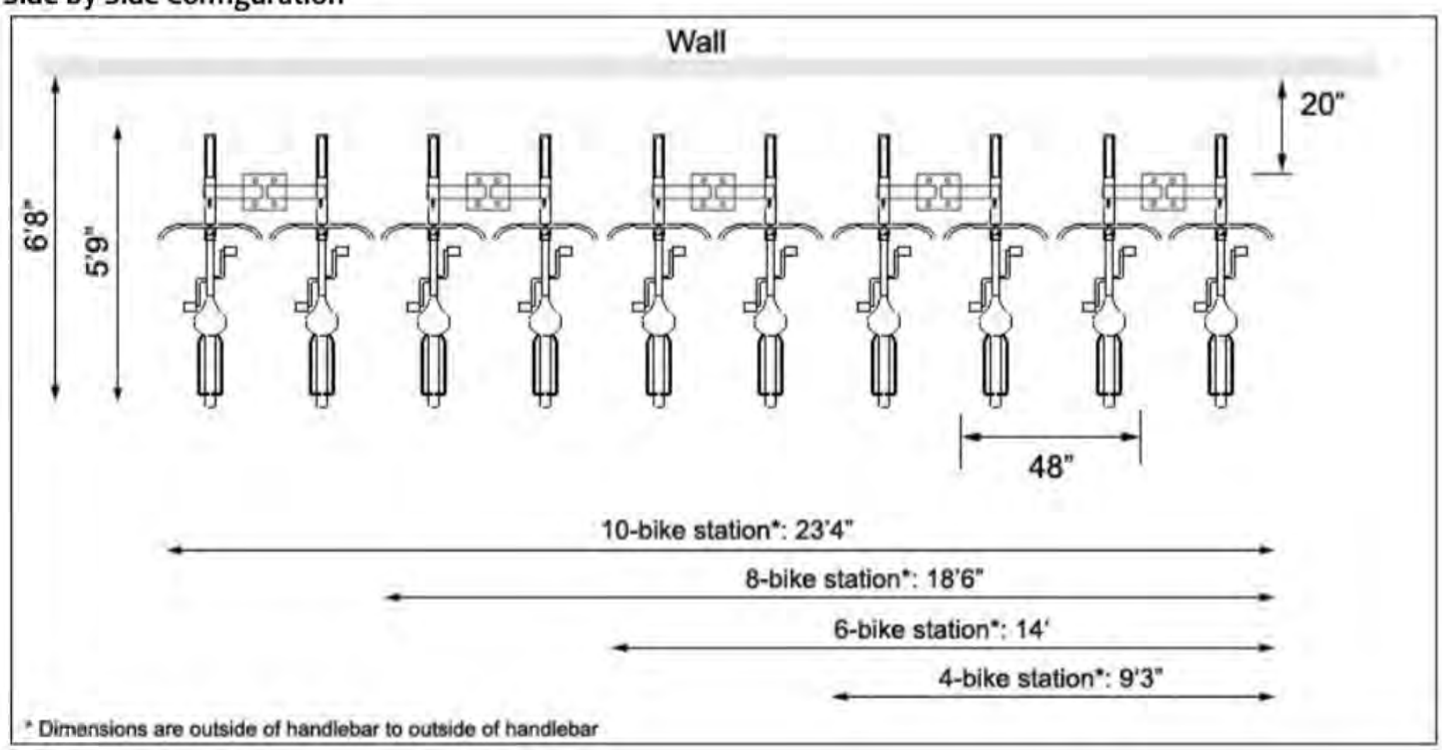
Rack Installation Guide – 2-Bike Racks

Bike Station Configuration

Dimensions for each 2-Bike Rack with Bikes



Side-by-Side Configuration



7-Speed System

Accessories and Upgrades			
Safety Light Kit	Painted Fenders/Chainguard	Outdoor Bike Tire Pump	Extra Bike Docking Racks
			

Dynamic Bicycles Limited Warranty

Bicycles, racks and electronic locks come with one-year warranty against manufacturing defects or workmanship, limited solely to the repair or replacement of original parts. Warranty claims must be made directly to Dynamic Bicycles, Inc. Dynamic reserves the right to request the return of parts claimed under warranty. Warranty does not cover vandalism, theft, damage from accidents, normal wear and tear, neglect, misuse, or failure due to improper assembly, installation or maintenance. Bicycle warranty is void if bicycle is modified or used in a manner or purpose other than its original design. Electronic lock warranty is void if locks are left outside during winter, submerged in water, vandalized, or improperly maintained. Warranty does not include shipping costs. Claim requests can be submitted by email to info@onbikeshare.com or by calling 401-475-8094.


B&S Bikes
Believe and succeed
B&S Bikes
Believe and succeed
10


5 Bike Dock Stations Here
5 Bike Dock Stations Here


5 Dock
Stations
Here
5 Dock
Stations
Here

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

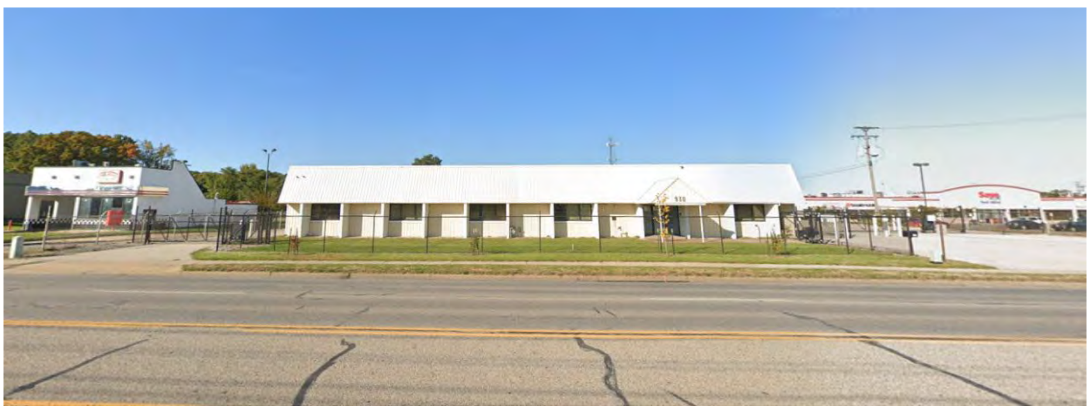
Commission Meeting Date: June 14, 2022	Title: Rezoning 930 W Sherman Blvd
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Request to rezone the property at 930 W Sherman Blvd from B-2, Convenience and Comparison Business to B-4, General Business, by 930 Sherman, LLC	
Detailed Summary: The Planning Commission unanimously recommended approval of the rezoning.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the request to rezone the property at 930 W Sherman Blvd from B-2, Convenience and Comparison Business to B-4, General Business	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

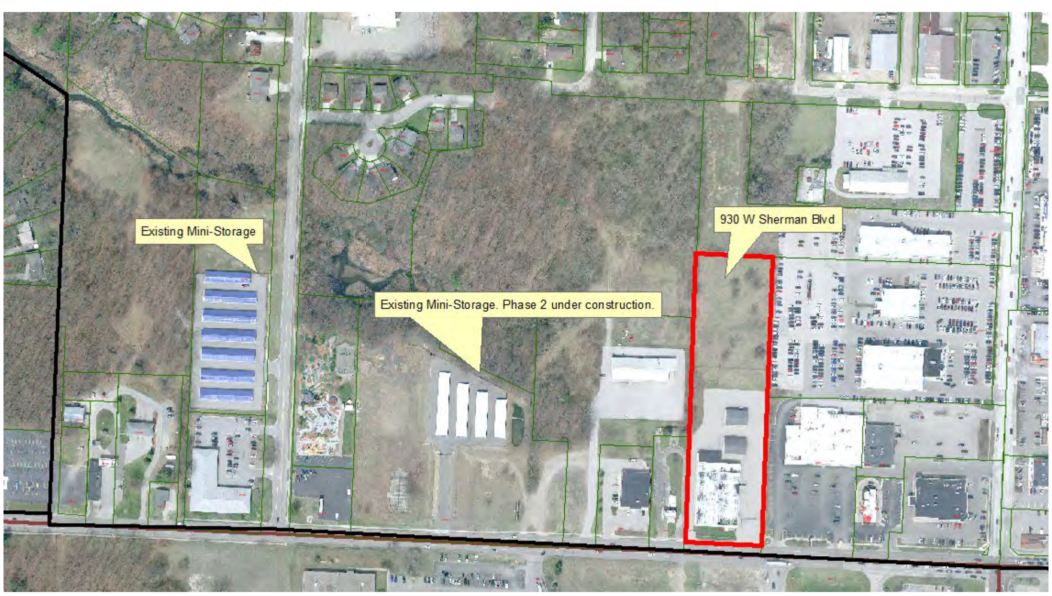
Planning Commission Excerpt

Hearing, Case 2022-11: Request to rezone the property at 930 W Sherman Blvd from B-2, Convenience and Comparison Business to B-4, General Business, by 930 Sherman, LLC.

SUMMARY

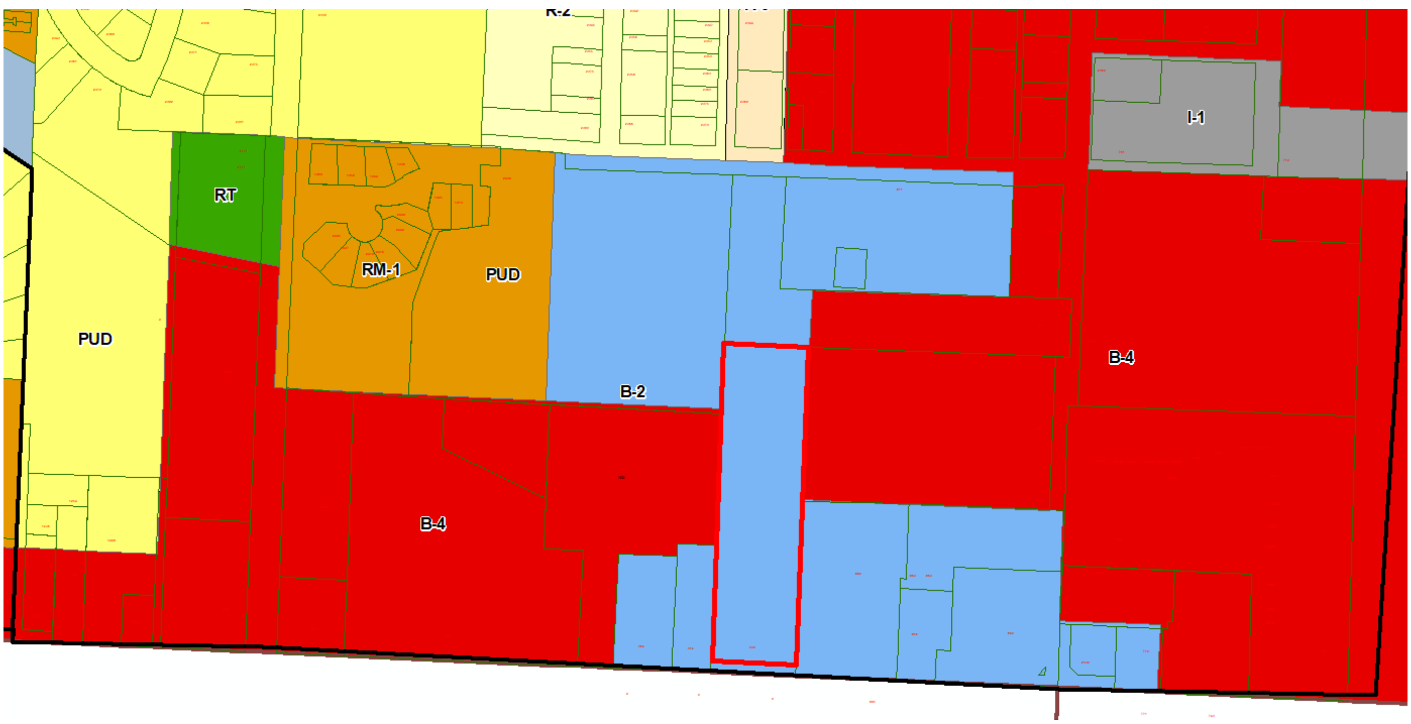
1. The property is zoned B-2 Convenience and Comparison Business. The applicant is requesting to rezone it to B-4, General Business in order to apply for a special use permit to build and operate a mini storage facility.
2. The property measures 4.1 acres and hosts a 2,500 sf building.
3. There are two other mini-storage facilities located just to the west. Phase two of construction is underway at the facility located to the east of the Bat-N-Club. That development reserved the out-lot fronting Sherman Blvd for commercial development and located the storage in the back, accessible by an easement.
4. Notice was sent to everyone within 300 feet of this property. At the time of this writing, staff had not received any comments from the public.





Aerial Map

Zoning Map



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO.___________

An ordinance to amend the zoning map of the City to provide for a zone change for 930 W Sherman Blvd from B-2 to B-4

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning for 930 W Sherman Blvd from B-2 to B-4.

CITY OF MUSKEGON SEC 36 T10N R17W PRT SE 1/4 SE 1/4 COM @ SE COR SD SEC TH W ALG S LN 670.70 FT TO E LN FOR POB TH N 00D 33M W 850.70 FT TH W 220 FT TH S 00D 33M E 850.90 FT TO S LN SD SEC TH E 220 FT TO POB EXC S 33 FT FOR RD

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:__________________________

Effective Date:__________________________

First Reading:_________________________________

Second Reading:_______________________________

CITY OF MUSKEGON

By: ___________________________

Ann Meisch, MMC

City Clerk

CERTIFICATE (Rezoning 930 W Sherman Blvd from B-2 to B-4)

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 14th day of June 2022, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: ____________________, 2022 _________________________________

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on June 14, 2022, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 930 W Sherman Blvd from B-2 to B-4:

CITY OF MUSKEGON SEC 36 T10N R17W PRT SE 1/4 SE 1/4 COM @ SE COR SD SEC TH W ALG S LN 670.70 FT TO E LN FOR POB TH N 00D 33M W 850.70 FT TH W 220 FT TH S 00D 33M E 850.90 FT TO S LN SD SEC TH E 220 FT TO POB EXC S 33 FT FOR RD

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

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

Published _____________________, 2022 CITY OF MUSKEGON

By ____________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: Zoning Ordinance Amendment - Height Overlay District
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Staff initiated request to amend Section 404 of the zoning ordinance to create a height overlay district that would allow certain principal structures near or on Nelson St to be built up to three stories or 45 feet in height.	
Detailed Summary: The Planning Commission unanimously voted to deny the request.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To deny the request to amend Section 404 of the zoning ordinance to create a height overlay district that would allow certain principal structures near or on Nelson St to be built up to three stories or 45 feet in height.	

Planning Commission Excerpt

Hearing, Case 2022-13: Staff initiated request to amend Section 404 of the zoning ordinance to create a height overlay district that would allow certain principal structures near or on Nelson St to be built up to three stories or 45 feet in height.

SUMMARY

1. The Imagine Muskegon Lake plan identified certain areas that may benefit from allowing increased height maximums for residential properties.
2. One area identified was along Lakeshore Drive, overlooking Muskegon Lake. This was addressed in a 2020 ordinance amendment with the creation of the Lakeside Form Based Code, which allows three-story homes in certain areas.
3. The other location identified was along Nelson St in the Beachwood/Bluffton neighborhood.
4. Single-family homes in most areas of the city are restricted to two stories (35 feet) in height. Staff is proposing to allow up to three stories (45 feet) in height within the proposed "Height Overlay District."
5. Most of the proposed "Height Overlay District" is zoned R-1 and a small portion is zoned R-2. The setback requirements would remain the same. Please see the "Area and Bulk Requirements" chart below.
6. Please see the information on the following pages that depicts the proposed area and the information contained in the Imagine Muskegon Lake plan.
7. Notification of the proposed ordinance amendment was sent to all properties depicted on the "Notice Map."

<u>SECTION 404: AREA AND BULK REQUIREMENTS</u> [amended 4/00]

	R-1	R-2	R-3
Minimum Lot Size	6,000 sf	4,000 sf	3,000 sf
Minimum Lot Width	50 ft	40 ft	30 ft
Maximum Lot Coverage	Buildings: 50% Pavement: 10%	Buildings: 60% Pavement: 15%	Buildings: 70% Pavement: 20%
Height Limit*	2 stories or 35 feet**	2 stories or 35 feet**	2 stories or 35 feet**
Front Setbacks***	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 15 feet	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 10 feet	Expressway/Arterial Street: 30 ft Collector/Major Street: 25 ft Minor Street: 10 feet
Rear Setback	30 ft	20 ft ^	15 ft^
Side Setbacks#:	1 story: 6 2 story: 8	1 story: 6 2 story: 7	1 story: 5 2 story: 5

Imagine Muskegon Lake Plan Excerpt

ADVANCE

Utilize unique topographic conditions (height and proximity to water) to enable context sensitive development.

SUCCESS METRIC

Amend the City's zoning ordinance to include a building height overlay along Nelson Street that allows increased height with a 3rd story step back and gables oriented toward the water, as well as allowing for temporary buildings within the Ovals to support beach-related activities as a means of enhancing and prolonging the summer season.

Ordinance amendment is adopted.

Proposed Overlay District Boundaries

Notice Map

MUSKEGON STATE
CHANNEL
FULTON
HARBOUR TOWNE BEACH
BEACH / FULTON
MARINA VIEW
RODGERS
WATSON
SIMPSON
PIGEON HILL
SAND DOCK
INDIANA
HARBOUR TOWNE
NELSON
BEACH
WILCOX
CHERRY
EDGEWATER
WINDW
THOMPSON

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section 404 of the zoning ordinance to create a height overlay district that would allow certain principal structures near or on Nelson St to be built up to three stories or 45 feet in height.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

A height overlay district that would allow certain principal structures near or on Nelson St to be built up to three stories or 45 feet in height.

This ordinance adopted:

Ayes:____

Nayes:____

Adoption Date:____

Effective Date:____

First Reading:______________________________________

Second Reading:_____________________________________

CITY OF MUSKEGON

By: ________________________________
Ann Meisch, MMC, City Clerk

<u>CERTIFICATE</u>

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 14th day of June 2022, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: ____________________, 2020.   ____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON

NOTICE OF ADOPTION

Please take notice that on June 14, 2022, the City Commission of the City of Muskegon adopted an ordinance to amend Section 404 of the zoning ordinance to create a height overlay district that would allow certain principal structures near or on Nelson St to be built up to three stories or 45 feet in height

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

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

Published ____________________, 2022.   CITY OF MUSKEGON

By ________________________________

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 6/14/22	Title: ARP Agreement Amendment West Urban
Submitted By: Jake Eckholm	Department: Dev. Svcs/Economic Dev.
Brief Summary: Staff is seeking approval of the listed amendments to West Urban Properties Development Agreement for the ARP Infill Housing Program.	
Detailed Summary: West Urban Properties was selected as one of four contractors for the ARPA-funded infill housing program. The goal of the program is to continue in-filling vacant lots in our core neighborhoods while ensuring the housing units are offered in a more-affordable manner. Two of the four awardees have had to decline their agreements for various reasons, leaving $1.15 million of the commission-approved funds unallocated to a builder. West Urban Properties initially was not assigned specific lots in their agreement, which has proven a difficulty when attempting to implement the project as there are other smaller scale builders interested in lots to build homes on as well. With no defined legal right to any buildable lots for this program by virtue of an exhibit to the ARP Agreement, staff are left in a difficult position when more than one builder wants a specific lot. To that end, West Urban also has an infill housing agreement through the city to build rental housing units in residential neighborhoods, which contains an exhibit with some lots, though not enough to fulfill the builder's obligations to build 100 homes. In that exhibit, the builder and city inadvertently selected lots that builders on the east side of the city had been interested in for some time to infill owner occupied housing. West Urban, the interested builders, and the city have been working together very effectively to correct these implementation issues, and to make space for other builders in their own neighborhoods. We have mutually agreed that it makes sense to amend both agreements, adding an exhibit of lots to West Urban's ARP agreement and increasing their allocation by $1.15 million to ensure that we continue to infill lots on schedule, while removing the desired lots by the smaller builders on the rental construction agreement side. This item is in tandem with the other contract amendment on the agenda and staff only recommends passing this one if there is support for the other.	
Amount Requested: $1.15 million reallocation	Amount Budgeted: $1.15 million
Fund(s) or Account(s): Federal ARPA Allocation	Fund(s) or Account(s): Federal ARPA Allocation
Recommended Motion: Motion to approve the amdendments to the West Urban ARP Agreement by increasing the infill housing allocation by $1.15 million dollars, including the lot list exhibit as presented and authorize the Mayor and Clerk to sign.	

CITY OF MUSKEGON

FIRST AMENDMENT TO WEST URBAN PROPERTIES ARP INFILL HOUSING DEVELOPMENT AGREEMENT

RESIDENTIAL CONSTRUCTION AGREEMENT

This First Amendment between City of Muskegon ("City"), 933 Terrace, Muskegon, Michigan ("City") and West Urban Properties, LLC ("West Urban") of 3265 Walker Ave., Ste. D, Grand Rapids, MI 49544 has been entered into pursuant to the following terms:

Recitals

A. City and West Urban executed a West Urban Properties ARP Infill Housing Development Agreement executed January 19, 2022. Attached to both documents was a list of addresses of properties owned by City to be purchased and developed by West Urban.

B. City and West Urban have agreed to add 10 home units, increase the financial commitment, and finalize the list of parcels to be purchased and developed by West Urban.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Background paragraph shall be revised to be as follows:

> Builder and Owner agree that Builder shall construct 30-~~25~~35 single family residences (the "Residences") for Owner on the terms and conditions set forth in this Agreement and in the general conditions attached as Exhibit A ("General Conditions"). Builder will be paid by Owner from funds obtained by Owner pursuant to ________ ("ARP Funds"). As such, there are limitations on potential Buyers of the residences exist and will be more formally declared by the federal government in the future.

2. Paragraph 3 shall be revised to provide as follows:

> **Price.** The price for constructing the Residences as determined in Paragraph 2 above shall be paid one half by Owner and one half by Builder. As to Owner's obligations, Owner shall establish the "ARP Infill Housing Fund – West Urban" ("Fund") and deposit ~~$3,125,000~~$4,275,000 into that Fund. All monies owed by Owner to Builder pursuant to this Agreement shall be paid from the Fund. Owner shall have no obligation to pay any monies to Builder pursuant to this Agreement from any other source of funds. Upon termination of this Agreement or construction of all Residences provided for pursuant this Agreement, all monies left in the Fund shall revert to the Owner.

In the event the actual cost of any allowance exceeds the estimated amount ("Additional Allowance Amount"), Owner shall pay the Additional Allowance Amount within 30 days of Builder's invoice. No Additional Allowance Amount shall be billed through Builder without the express prior written consent of Builder.

3. Exhibit A, Paragraph 1 shall be revised to state as follows:

Evidence of Credit. Builder's obligation to commence construction of the Residences is expressly conditioned on Owner depositing ~~$3,125,000~~$4,275,000 into the ARP Infill Housing Fund – West Urban ("Credit Evidence"). Payments required by the Payment Schedule shall be made by Owner directly to Builder within five days after presentation of a proper partial unconditional waiver of lien, request for payment, and sworn statements before making payments at each stage of completion as required above. Builder shall not under any circumstances be required to waive any future lien rights that it may have by reason of work and/or materials thereafter furnished.

4. City and West Urban Agree that the attached exhibit B, which provides the addresses of property subject to this agreement, supersedes any prior agreement as to properties subject to this agreement.

5. As to all other respects, the West Urban Properties ARP Infill Housing Development Agreement Residential Construction Agreement shall continue in force as if restated herein.

Dated: __________, 2022

City of Muskegon

By: ____________________
Name: Ken Johnson
Its: Mayor

By: ____________________
Name: Ann Marie Meisch
Its: Clerk

Dated: 6-9, 2022

West Urban Properties, LLC

By: David D. Dusendang
Name: David Dusendang
Its Member

WEST URBAN
ARP INFILL HOUSING AGREEMENT
EXHIBIT A
LOT LIST

Address
373 Catawba
269 Catherine 1
269 Catherine 2
328 Catherine
334 Catherine
1431 Hoyt 1
1431 Hoyt 2
1441 Hoyt
1499 Hoyt
1527 Hoyt
1530 Hoyt
1692 Hoyt
206 Irwin
1408 Leahy
291 McLaughlin
301 McLaughlin 1
301 McLaughlin 2
304 McLaughlin
307 McLaughlin 1
307 McLaughlin 2
355 McLaughlin
363 McLaughlin
1227 Pine
1270 Pine
1318 Pine
1334 Pine 1
1334 Pine 2
1355 Pine 1
1355 Pine 2
1373 Pine 1
1373 Pine 2
1386 Ransom 1
1386 Ransom 2
1320 Spring
1647 Terrace

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 6/14/22	Title: PILOT Agreement Amendment West Urban
Submitted By: Jake Eckholm	Department: Dev. Svcs/Economic Dev.
Brief Summary: Staff is seeking approval of the listed amendments to West Urban Properties Development Agreement for the PILOT Infill Housing Program.	
Detailed Summary: The City has previously entered into an agreement with West Urban Properties to construct 100 homes for rental and potential owner-occupied stock in our residential neighborhoods. Some of the lots in the exhibit have been requested by other builders for some time and were inadvertently included in this agreement. We have worked out an agreement with West Urban for them to remove these lots from their development agreement by increasing their ARP agreement allotment, and by working with them to identify lots to add to the PILOT with clear title to ensure that they can fulfill their obligations in this agreement. This item proposes to remove 266 Meeking, 270 Meeking, 280 Meeking, 290 Meeking, 1057 Leonard, 1067 Leonard, 1077 Leonard, 1087 Leonard, 527 Herrick, and 530 Herrick from the approved PILOT Agreement, and add 2043 Dowd, 2051 Dowd, 2065 Dowd, 2075 Dowd, 2250 Dowd, 2358 Dowd, 846 Wilson, and 1256 Fifth Street. Staff may return with additional lots to add to this agreement exhibit as we clear title and assess buildability.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: Motion to approve the amendments to the West Urban PILOT Agreement as presented and authorize the Mayor and Clerk to sign.	

CITY OF MUSKEGON

FIRST AMENDMENT TO PILOT DEVELOPMENT AGREEMENT AND PARCEL PURCHASE AGREEMENT

This First Amendment between City of Muskegon ("City"), 933 Terrace, Muskegon, Michigan, 49440 and West Urban Properties, LLC ("West Urban"), 3265 Walker Ave. Suite D, Grand Rapids, Michigan 49544 has been entered into pursuant to the following terms:

Recitals

A. City and West Urban executed a PILOT Development Agreement and a Parcel Purchase Agreement dated November 1, 2020. Attached to both documents was a list of addresses of properties owned by City to be purchased and developed by West Urban.

B. City and West Urban have agreed to delete 11 parcels from the list of parcels to be purchased and developed by West Urban, and to add 8 parcels.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Exhibit A of the PILOT Development Agreement and Exhibit A of the Parcel Purchase Agreement shall be revised to DELETE 266 Meeking, 270 Meeking, 280 Meeking, 290 Meeking, 1057 Leonard, 1067 Leonard, 1077 Leonard, 1087 Leonard, 1639 Fifth Street, 527 Herrick, and 530 Herrick, and will be revised to ADD 2043 Dowd, 2051 Dowd, 2065 Dowd, 2075 Dowd, 2250 Dowd, 2358 Dowd, 846 Wilson, and 1256 Fifth Street.

2. City and West Urban agree that the attached Exhibit A, which provides the addresses of property subject to this agreement, supersedes any prior agreement as to properties subject to this agreement.

3. As to all other respects, the Contract for Housing Exemption shall continue in force as if restated herein.

City of Muskegon

Dated: ___________, 2022

By: ___________________________
Name: Ken Johnson
Its: Mayor

By: ___________________________
Name: Ann Marie Meisch
Its: Clerk

West Urban Properties, LLC

Dated: 6-9, 2022

By: David D. Dusendang
Name: David Dusendang

C:\USERS\DAVE\APPDATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTLOOK\TEGLK4VK\14O2011-1ST AMENDMENT TO DA PILOT EDITED JE.DOCX

Its: Member

WEST URBAN PILOT AGREEMENT EXHIBIT A
LOT LIST

Address
1245 Fifth Street
1246 Fifth Street
1252 Fifth Street
1256 Fifth Street
1261 Fifth Street
1772 Fifth Street
1782 Fifth Street 1
1782 Fifth Street 2
1262 Sixth Street
1342 Sixth Street
1349 Sixth Street
1352 Sixth Street 1
1352 Sixth Street 2
1411 Sixth Street
1458 Sixth Street
1464 Sixth Street
1535 Sixth Street
1387 Seventh Street 1
1387 Seventh Street 2
1360 Seventh Street
1366 Seventh Street
395 Houston 1
395 Houston 2
275 Mason 1
275 Mason 2
292 Mason
346 Mason 1
346 Mason 2
352 Mason
219 Merrill
271 Merrill 1
271 Merrill 2
388 Merrill 1
388 Merrill 2
235 Monroe
239 Monroe
240 Monroe
250 Monroe
254 Monroe

WEST URBAN PILOT AGREEMENT EXHIBIT A
LOT LIST

1392 Park
0 Washington Ave
0 W. Muskegon
487 W. Muskegon 1
487 W. Muskegon 2
579 W. Muskegon
617 W. Muskegon 1
617 W. Muskegon 2
420 Washington 1
420 Washington 2
459 Washington 1
459 Washington 2
459 Washington 3
318 W. Larch 1
318 W. Larch 2
324 W. Larch
1686 Seventh St 1
1686 Seventh St 2
1660 Seventh St 1
408 W. Dale
340 W. Forest
1605 Sanford 1
1605 Sanford 2
487 W Southern 1
487 W Southern 2
337 W Grand Ave
305 W Grand Ave
345 W. Grand
346 W. Grand
355 W Grand Ave
242 Strong Ave
1670 Park Street
1227 Fleming Ave
553 Jackson Ave 1
553 Jackson Ave 2
553 Jackson Ave 3
558 Jackson Ave 1
558 Jackson Ave 2
579 Jackson Ave
601 Jackson Ave
608 Jackson Ave

WEST URBAN PILOT AGREEMENT EXHIBIT A
LOT LIST

621 Jackson Ave
445 Marquette
366 Bennett 1
366 Bennett 2
2043 Dowd Street
2051 Dowd Street
2065 Dowd Street
2075 Dowd Street
2250 Dowd St 1
2250 Dowd St 2
2358 Dowd St 1
2358 Dowd St 2
2358 Dowd St 3
2358 Dowd St 4
846 Wilson

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 14, 2022	Title: Sale – 1375 James, 1284 James, 1328 James, 1057 Leonard, 1067 Leonard, 1077 Leonard, 1087 Leonard
Submitted By: Jake Eckholm	Department: Planning Department
Brief Summary: City staff is seeking authorization to sell five of the City owned vacant lot to Lawrence Baker.	
Detailed Summary: Lawrence Baker will be constructing 6 single family homes on the lots owned by the City of Muskegon. The property is zoned R-1 (Single Family Residential). The lots will be sold for 75% of the True Cash Value (TCV) per policy. The property is in the Brownfield Development area. The homes will be constructed within eighteen (18) months.	
Amount Requested: None.	Amount Budgeted: $0
Fund(s) or Account(s): Public Improvement	Fund(s) or Account(s): N/A
Recommended Motion: Authorize the Code Coordinator to work with the developer and complete the sale of the vacant lots to build six single family homes on the City owned buildable lots as described and to have the Mayor and Clerk sign the purchase agreement and deed.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made May ___, 2022 ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Lawrence Baker**, a married man, of 1346 Hillcrest Drive, Muskegon, Michigan 49442 ("Developer"), with reference to the following facts:

Background

A. Developer proposes to purchase and develop seven (7) vacant properties owned by City, which are located in the City of Muskegon, Muskegon County, Michigan, and commonly known and legally described on the attached **Exhibit A** (each property is, a "Parcel" and collectively "Project Propery").

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Properties. Developer intends to develop on the Project Property six (6) single-family homes (the "Project").

Therefore, for good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of Project Properties.** City agrees to sell to Developer, and Developer agrees to purchase from City, on the terms and subject to the conditions set forth in this Agreement, the Project Properties, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Properties shall be $30,000, which shall be paid in cash or other immediately available funds at Closing (defined below). The total purchase price for the Project Property shall be allocated to the Parcel as provided on Exhibit A.

Pursuant to Paragraph 3(b) below, the parties acknowledge and agree that Developer shall be eligible to be reimbursed all or a portion of the purchase price for the Parcel upon the completion of certain design standards as further described herein.

3. **Construction and Development Requirements.**

   a. ***Construction Dates.*** The parties acknowledge and agree that Developer shall have a period of eighteen (18) months from the date of Closing to complete the Project ("Construction Period"), except as otherwise provided in this Agreement or as otherwise mutually agreed upon by the parties in writing.

   b. ***Construction Details; Purchase Price Reimbursement.*** Developer's construction and development of the Project Properties shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Property upon Developer's satisfaction of the following design standards for each single-family home it constructs on the Project Property:

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	25%
Picture or bay window	25%
Shutter or other acceptable window treatments	25%
Underground Sprinkling	25%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 1375 James Avenue, Developer would be reimbursed $4,556.25, which is 75% of the $6,075 purchase price for this Parcel. If Developer completes all four design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

4. ***Right of Reversion.*** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a single-family house on each of the Project Properties, the quit claim deed conveying the Project Properties to Developer shall contain a right of reversion in all of the Project Properties ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Properties shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to at least one Parcel of the Project Properties and beginning installation of the approved single-family home(s).

b. Developer does not complete construction of all Project Properties prior to expiration of the Construction Period, in which case title to any of the Project Properties that are not complete by the end of the Construction Period shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(b), completing construction means the issuance of an occupancy permit by City for all of the Project Properties. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for any of the Project Properties that have a completed foundation before the expiration of the initial Construction Period.

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to any or all of the Project Properties, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to any or all of the Project Properties, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if any or all of the Project Properties revert to City, City may retain the purchase price for such Project Properties free and clear of any claim of Developer or its assigns. In the event of reversion of title of any or all of the Project Properties, improvements made on such Project Properties shall become the property of City. In no event shall the Project Properties be in a worse condition than upon the date of

Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

5. **Waiver of Water/Sewer Connection Fee.** Upon the condition that all Project Properties are completed no later than the Construction Completion Date, City agrees to waive the water/sewer connection fee for all Project Properties.

6. **Title Insurance.** Within five (5) days after the Effective Date, Developer shall order a title commitment for an extended coverage ALTA owner's policy of title insurance issued by Transnation Title Agency (the "Title Company") for the Project Properties in the amount of the total purchase price for the Project Properties and bearing a date later than the Effective Date, along with copies of all of the underlying documents referenced therein (the "Title Commitment"). Developer shall cause the Title Company to issue a marked-up commitment or *pro forma* owner's policy with respect to the Project Properties at the Closing naming Developer as the insured and in form and substance reasonably satisfactory to Developer, but subject to Permitted Exceptions (defined below). As soon as possible after the Closing, Developer shall cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Properties (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

7. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Properties. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

8. **Property Taxes and Assessments.** City shall be responsible for the payment of all real estate taxes and assessments that become due and payable prior to Closing, without proration. Developer shall be responsible for the payment of all real estate taxes and assessments that become due and payable after Closing, without proration.

9. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Properties, and Buyer or its surveyor or other agents may enter any of the Project Properties for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Properties and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option of affecting a remedy within seven (7) days after disclosure, or terminate this Agreement. Developer may elect to purchase the Project Properties subject to said encroachment or variation.

10. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Properties within thirty (30) days after the Effective

Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason, Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

11. **Condition of Project Properties.** City and Developer acknowledge and agree that each Parcel in the Project Properties is being sold and delivered **"AS IS", "WHERE IS"** in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Properties, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Properties for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Properties with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Properties; (v) existence in, on, under, or over the Project Properties of any hazardous substances; or (vi) any other matter with respect to the Project Properties. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Properties pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Properties and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If the transaction contemplated herein closes, Developer agrees to accept the respective Project Properties acquired by Developer and waive all objections or claims against City arising from or related to such Project Properties and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Properties it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Properties in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

12. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. ***Authority.*** Developer is a Michigan limited liability company. Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. ***Litigation.*** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. ***Bankruptcy.*** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

13. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. ***Performance.*** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. ***City Commission Approval*.** This Agreement is approved by the Muskegon City Commission.

14. **Default.**

a. ***By Developer.*** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. ***By City.*** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

15. **Closing.**

a. ***Date of Closing.*** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 8/31/2022 ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. ***Costs.*** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. ***Deliveries.*** At Closing, City shall deliver a quit claim deed for the Project Properties and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

16. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

17. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email: (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: LeighAnn Mikesell, Deputy City Manager
933 Terrace Street
Muskegon, MI 49440

w/ copy to: Parmenter Law
Attn.: John C. Schrier
601 Terrace Street, Suite 200
Muskegon, MI 49440
Email: john@parmenterlaw.com

To Developer: Lawrence Baker
1346 Hillcrest Drive
Muskegon, MI 49442
Email: lawrencebaker@comcast.net

18. **Miscellaneous.**

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

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

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

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

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

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

g. ***Non-Waiver.*** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

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

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

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

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

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

CITY OF MUSKEGON

By: ________________________________
Name: Ken Johnson
Title: Mayor
Dated: __________________

By: ________________________________
Name: Ann Marie Meisch
Title: City Clerk
Dated: __________________

DEVELOPER:

LAWRENCE BAKER

By: ________________________________

Dated: __________________

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOTS 352-353.
1375 James Avenue
#61-24-611-000-0352-00

PIN: 61-24-611-000-0376-00
Address: 1328 JAMES AVE
MUSKEGON, MI 49442

PIN: 61-24-611-000-0371-00
Address: 1284 JAMES AVE
MUSKEGON, MI 49442

PIN: 61-24-613-000-0690-00
Address: 1057 LEONARD AVE
MUSKEGON, MI 49442

PIN: 61-24-613-000-0691-00
Address: 1067 LEONARD AVE
MUSKEGON, MI 49442

PIN: 61-24-613-000-0691-10
Address: 1077 LEONARD AVE
MUSKEGON, MI 49442

PIN: 61-24-613-000-0692-00
Address: 1087 LEONARD AVE
MUSKEGON, MI 49442