

CITY OF MUSKEGON

CITY COMMISSION MEETING

March 25, 2025 @ 5:30 PM

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

AGENDA

- ☐ CALL TO ORDER:
- ☐ PRAYER:
- ☐ PLEDGE OF ALLEGIANCE:
- ☐ ROLL CALL:
- ☐ HONORS, AWARDS, AND PRESENTATIONS:
- ☐ PUBLIC HEARINGS:
 - A. Neighborhood Enterprise Zone Certificates - 572 Agnes St., 561 Mary St., and 425 Octavius Ave. Economic Development
 - B. Neighborhood Enterprise Zone Certificate - 1221 Sanford St. Economic Development
 - C. Neighborhood Enterprise Zone Certificate - 254 Meeking St. Economic Development
- ☐ FEDERAL/STATE/COUNTY OFFICIALS UPDATE:
- ☐ PUBLIC COMMENT ON AGENDA ITEMS:
- ☐ CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Sale of 312 Jackson Planning
 - C. Sale of 441 E Isabella Planning
 - D. Harbour Towne Marina Reciprocal License Agreement Manager's Office
 - E. Pere Marquette Restroom Building - Consumers Energy Easement Public Works

- F. **Social Media Use Policy and Guidelines** Community Engagement
- G. **Ordinance Amendment - International Property Maintenance Code**
Public Safety
- H. **Agreement with Lakeshore Creative Services, LLC** City Clerk
- I. **Rezoning of 1201 and 1147 3rd St and 236 Monroe Ave** Planning
- J. **Approval of Community Foundation Fund Requests in Parks & Recreation**
DPW- Parks
- K. **PILOT Agreement with Spire Development for Allen Crossing II Senior LIHTC Housing Development** Economic Development
- L. **Municipal Services Agreement with Spire Development for Allen Crossing II Senior Living LIHTC Application** Economic Development
- M. **PILOT Agreement with Spire Development for Allen Crossing III Senior Housing LIHTC Application** Economic Development
- N. **Municipal Services Agreement with Spire Development for Allen Crossing III Senior Housing LIHTC Application** Economic Development
- O. **Muskegon Farmers Market Fees for 2025** City Clerk
- P. **Rezoning of 1148 4th St and 318/350 Houston Ave** Planning
- Q. **Rezoning of 429, 433, 451, 461, 477, 485, 491, 501, 507, 513, 521, 527 E Apple Ave and 1022 Williams St.** Planning
- R. **Rezoning of several properties from Two-Family Residential (RT) to Neighborhood Residential (R).** Planning
- S. **Rezoning of 1769, 1733, 1715, 1766, 1752, 1736, 1724, 1720, and 1714 Beidler St.** Planning

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **GENERAL PUBLIC COMMENT:**

► Reminder: Individuals who would like to address the City Commission shall do the following: ► Fill out a request to speak form attached to the agenda or located in the back of the room. ► Submit the form to the City Clerk. ► Be recognized by the Chair. ► Step forward to the microphone. ► State name. ► Limit of 3 minutes to address the Commission.

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit:

www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Neighborhood Enterprise Zone Certificates - 572 Agnes St., 561 Mary St., and 425 Octavius St.						
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development						
Brief Summary: Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for new construction homes at 572 Agnes St., 561 Mary St., and 425 Octavius St.							
Detailed Summary & Background: Applications for Neighborhood Enterprise Zone (NEZ) certificates have been submitted by Stephens Homes and Investments for new construction homes at 572 Agnes St., 561 Mary St., and 425 Octavius St. These properties were formerly City-owned lots that were sold to the developer. The estimated construction cost for each home is between \$160,000 and \$175,000. The applications meet all local and state requirements for NEZ certification. Included in your materials are the new NEZ resolution and a map outlining the updated NEZ boundaries for your review.							
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership							
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Recommended Motion: I move to close the public hearing and approve the Neighborhood Enterprise Zone District certificates at 425 Octavius St., 561 Mary St., and 572 Agnes St. and authorize the City Clerk and Mayor to sign the certificate and resolution.							
Approvals:	Guest(s) Invited / Presenting:						

Immediate Division Head			Yes
Information Technology			
Other Division Heads			
Communication			
Legal Review			

RECEIVED

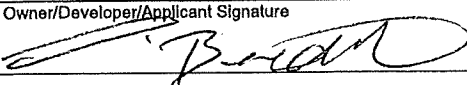
FEB 19 2025

Michigan Department of Treasury
4775 (Rev. 02-23), Page 1CITY OF MUSKEGON
DEVELOPMENT SERVICES**Application for Neighborhood Enterprise
Zone Certificate**

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)				
Owner/Developer/Applicant Name Stephens Homes and Investments			Type of NEZ ☐ OPRA eligible community NEZ ☒ Workforce Housing NEZ	
Facility's Street Address 561 Mary St			Type of Approval Requested ☒ New Facility ☐ Rehabilitated Facility ☐ Transfer (1 copy only)	
City Muskegon	State MI	ZIP Code 49442	No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
Name of City, Township or Village (taxing authority) City of Muskegon			Is the facility owned or rented by occupants? ☐ Owned ☐ Rented	
☒ City ☐ Township ☐ Village			Type of Property (check one) ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____	
County Muskegon		School District Muskegon		
Name of LGU that established district City of Muskegon		Name or Number of Neighborhood Enterprise Zone		Date district was established
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____		Estimated Project Cost (per unit) \$175,000.00		
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. Building a 3 bed 2 bathroom with a 2 stall garage on a full basement totaling 1200 sq feet. New Construction				
Timetable for undertaking and completing the rehabilitation or construction of the facility.			Additional Timetable Information (if applicable)	
Begin Date		End Date		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION				
Contact Name Stephen Benedict				
Contact Telephone Number (231) 206-7114			Contact Email Address stephenshomes@yahoo.com	
Owner/Developer/Applicant Name Stephens Homes and Investments LLC				
Owner/Developer/Applicant Telephone Number (231) 206-7114			Owner/Developer/Applicant Email Address stephenshomes@yahoo.com	
Owner/Developer/Applicant Mailing Address 1042 Terrace St			City Muskegon	State MI
			ZIP Code 49442	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.				
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.				
Owner/Developer/Applicant Signature 			Date 2/19/25	

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU <u>City of Muskegon</u>			
Name of Assessor (First and last name) <u>Donna VanderVries</u>			
Telephone Number <u>231 750 6750</u>		Email Address <u>vander-vriesdoo@muskegoncounty.net</u>	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature <u>(D) VanderVries</u>			Date <u>2/25/25</u>
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
☐ Exemption Approved for _____ Years (6-15)		☐ 1. Original Application	
☐ Exemption Approved for _____ Years (11-17 qualified historic building)		☐ 2. Legal description of the real property with parcel identification number	
☐ Exemption Denied (include Resolution Denying)		☐ 3. Resolution approving the zone.	
Date of resolution approving/denying this application		☐ 4. Resolution approving the application.	
Clerk's Name (First and Last)		☐ 5. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Telephone Number			
Email Address			
Mailing Address		City	State ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent by email or mail directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 561 Mary St. in the Marquette neighborhood, and;

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

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

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Stephens Homes and Investments LLC be approved.

Adopted this 25th day of March, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on March 25, 2025.

By: _____
Ann Meisch
City Clerk



MARK F. FAIRCHILD
REGISTER OF DEEDS
Muskegon County Michigan
5839166 D02

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12/23/2024 02:34:45 PM

QUIT-CLAIM DEED

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

QUIT CLAIMS to **STEPHENS HOMES AND INVESTMENTS LLC**, a Limited Liability Company, of 1042 Terrace St, Muskegon, Michigan 49442, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

***SEE ATTACHED LEGAL DESCRIPTIONS**

for the sum of Fifty-Six Thousand, One Hundred Seventy-Five, and 0/100 Dollars (\$**56,175.00**)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on each of the nineteen (19) parcels on the premises herein conveyed within twenty-four (24) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the homes and driveways. "Complete construction" means: (1) issuance of a residential building permits by the City of Muskegon; and (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwellings described in the said building permits. In the event of reversion of titles of the above-described premises, improvements made thereon shall become the property of Grantor.

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

Dated this 9th day of December, 2024.

Signed in the presence of:

Linda Potter
Linda Potter

Jessica Lorenson
Jessica Lorenson

STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

By Ken Johnson
Ken Johnson, Its Mayor

and Ann Marie Meisch
Ann Marie Meisch, MMC, Its Clerk

Before me personally appeared in Muskegon County, Michigan, on December 9, 2024, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos
City of Muskegon Planning Dept.
933 Terrace St. Room 202
Muskegon, MI 49440
Telephone: 231/724-6702

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 9-25-2030

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

Legal Descriptions

1. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 EAST ½ LOT 13 BLOCK 386
Address: 209 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-10
Price: \$2,437.50

2. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WEST ½ LOT 13 BLOCK 386
Address: 213 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-01
Price: \$2,437.50

3. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 631 ALSO
VACATED EAST 1/2 OF ADJACENT ALLEY ((8/00 RESOLUTION # 2000-72 (G))
LOT 632 SPLIT FROM PARCEL 9/14/00 FOR 2001 ROLL
Address: 845 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0631-00
Price: \$6,000.00

4. Legal Description: PART OF LOTS 576 AND 577, CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519 OF SAID CITY OF MUSKEGON
URBAN RENEWAL PLAT NO. 3;
THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133.12 FEET;
THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.41 FEET;
THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.86 FEET;
THENCE SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.02 FEET TO THE
POINT OF BEGINNING;
CONTINUING SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.87 FEET TO
THE SOUTHWEST CORNER OF SAID LOT 577;
THENCE NORTH 01 DEGREES 41 MINUTES 33 SECONDS EAST, ALONG THE WEST LINE OF SAID
LOT 577, A DISTANCE OF 102.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 577;
THENCE SOUTH 88 DEGREES 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 16.30 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 49 MINUTES 35
SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 84 DEGREES 18 MINUTES 34
SECONDS EAST, A CHORD DISTANCE OF 40.12 FEET AND AN ARC LENGTH OF 40.22 FEET TO THE
END OF SAID CURVE;
THENCE SOUTH 13 DEGREES 58 MINUTES 14 SECONDS EAST, A DISTANCE OF 78.18 FEET TO THE
POINT OF BEGINNING.
PARCEL CONTAINS 6062 SQUARE FEET, MORE OR LESS.
Address: 973 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0577-10
Price: \$3,000.00

5. Legal Description: PART OF LOTS 575 AND 576, CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519;
THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133.12 FEET;
THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.41 FEET;
THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 13.62 FEET TO THE
POINT OF BEGINNING;
THENCE CONTINUING SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 47.31
FEET;
THENCE SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.02 FEET;
THENCE NORTH 13 DEGREES 58 MINUTES 14 SECONDS WEST, A DISTANCE OF 78.18 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES

28 MINUTES 15 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 64 DEGREES 11 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 76.30 FEET AND AN ARC LENGTH OF 76.98 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 20 DEGREES 46 MINUTES 24 SECONDS EAST, A DISTANCE OF 83.97 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6264 SQUARE FEET, MORE OR LESS.

Address: 983 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0576-10

Price: \$3,000.00

6. Legal Description: PART OF LOTS 519 AND 575, CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133. 12 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 29.38 FEET;

THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 13. 62 FEET;

THENCE NORTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 83.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 12 MINUTES 24 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 48 DEGREES 21 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 15. 14 FEET, AN ARC LENGTH OF 15. 14 FEET TO THE END OF SAID CURVE;

AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 48 MINUTES 37 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 58 DEGREES 10 MINUTES 20 SECONDS EAST, A CHORD DISTANCE OF 77.07 FEET, AN ARC LENGTH OF 77.99 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 124.94 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6626 SQUARE FEET, MORE OR LESS.

THE PARCEL IS SUBJECT TO A UTILITY EASEMENT AS IT APPARENT ALONG ITS EAST BOUNDARY LINE.

Address: 993 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0575-01

Price: \$3,000.00

7. Legal Description: PART OF LOT 519, CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 519;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133. 12 FEET TO THE SOUTHEAST CORNER OF SAID LOT 519;

THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 54.00 FEET;

THENCE NORTH 02 DEGREES 14 MINUTES 29 SECONDS EAST, A DISTANCE OF 124.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 54 MINUTES 35 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 82 DEGREES 41 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 54.76 FEET AND AN ARC LENGTH OF 55.01 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.

PARCEL CONTAINS 7062 SQUARE FEET, MORE OR LESS.

THE PARCEL IS SUBJECT TO A UTILITY EASEMENT AS IT APPARENT ALONG ITS WEST BOUNDARY LINE.

Address: 1003 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0519-01

Price: \$3,000.00

8. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 NORTH 1/2 LOT 553
Address: 554 AGNES, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-01
Price: \$3,000.00

9. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 SOUTH 1/2 LOT 553
Address: 572 AGNES, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-10
Price: \$3,000.00

10. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 620
Address: 502 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0621-01
Price: \$3,000.00

11. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 621
Address: 508 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0620-01
Price: \$3,000.00

12. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 639 & EAST 1/2
VACATED N/S ALLEY ADJACENT
Address: 561 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0639-00
Price: \$4,650.00

13. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 893
Address: 1542 ADAMS, MUSKEGON, MI 49442
Parcel #: 61-24-613-000-0893-00
Price: \$4,650.00

14. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SOUTH 1/2 LOTS 8 & 9 BLOCK
8
Address: 320 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0008-10
Price: \$3,000.00

15. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLOCK 8
Address: 346 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0010-00
Price: \$3,000.00

16. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLOCK 140
Address: 425 OCTAVIUS, MUSKEGON, MI 49442
Parcel #: 61-24-205-140-0014-00
Price: \$3,000.00

17. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 CITY OF MUSKEGON LOT 5
BLOCK 13 AND WEST 1/2 OF VAC 16.5 FEET ALLEY ADJACENT THERETO (VAC ALLEY CITY RES
#99-87)
Address: 436 CHARLES, MUSKEGON, MI 49441
Parcel #: 61-24-205-013-0005-00
Price: \$3,000.00

18. Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W W 50 FT OF N 132 FT OF S 297 FT NE
1/4 SW 1/4 SW 1/4

Address: 907 ORCHARD, MUSKEGON, MI 49442

Parcel #: 61-24-121-300-0062-00

Price: \$3,000.00

19. Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W E 66 FT OF W 544 1/2 FT OF N 165 FT
OF SW 1/4 OF SW 1/4 OF SW 1/4 EX N 33 FT FOR ST

Address: 877 AMITY, MUSKEGON, MI 49442

Parcel #: 61-24-121-300-0116-00

Price: \$3,000.00

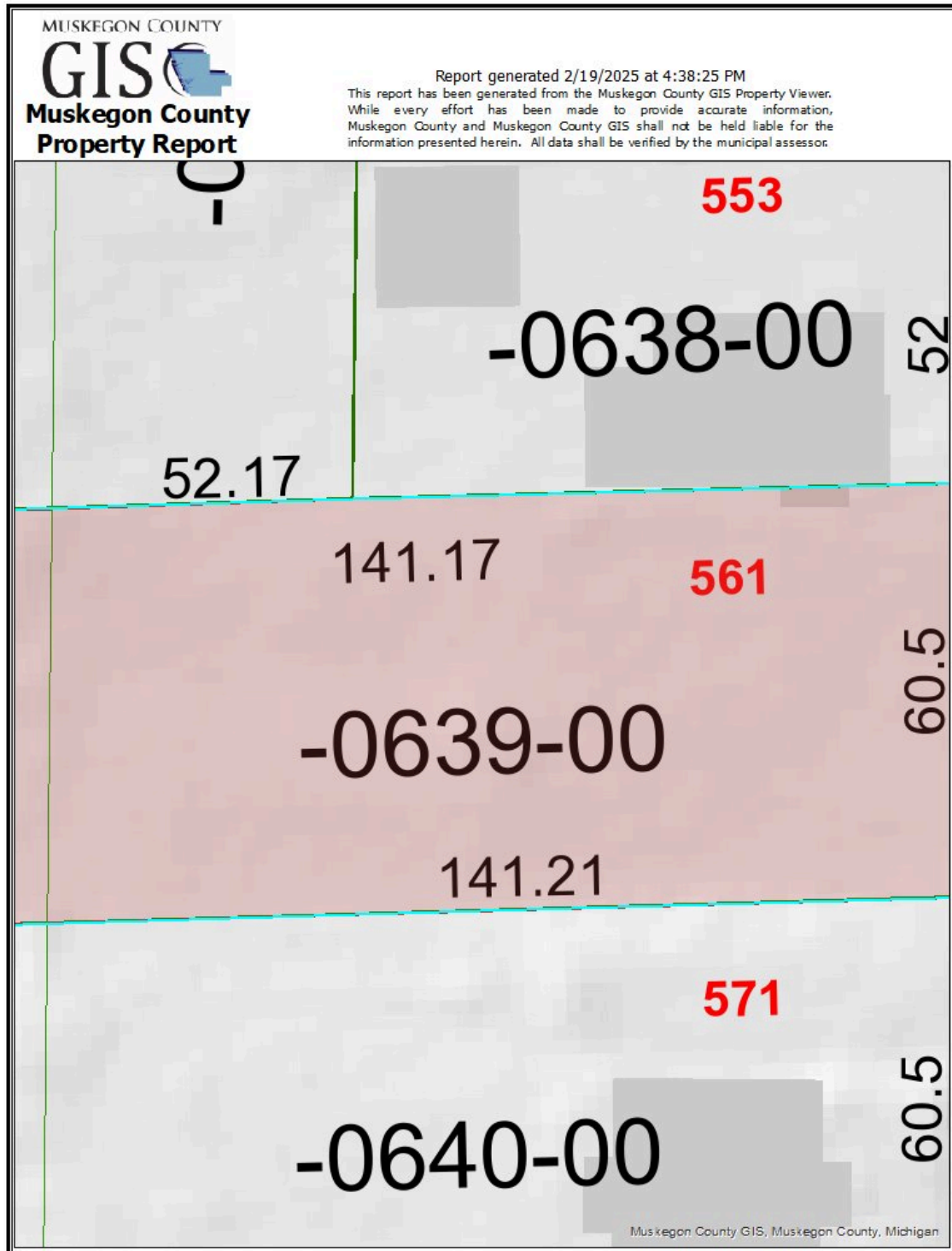


561 Mary St Property Report

Area of Interest (AOI) Information

Area : 8,420.36 ft²

Feb 19 2025 16:37:50 Eastern Standard Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	8,420.36	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-612-000-0639-00	24	0.19	0.20	561	No Data	561 MARY ST	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49442	CITY OF MUSKEGON	No Data	PO BOX 536	933 TERRACE ST	MUSKEGON	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49443	0.00	0.00	0.00	0	201	Commercial - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R-1	CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 639 & E 1/2 VAC N/S ALLEY ADJ	8,420.36

©2020 Muskegon County GIS Data reported herein is believed to be accurate and up to date, however Muskegon County and Muskegon County GIS make no warranty to the accuracy of the data. It is advised that before any decisions are made from this data, that the local assessor or building officials are contacted.

City of Muskegon Res New Const Permit No: PB250097

BUILDING SAFETY INSPECTIONS 933 TERRACE ST., ROOM 201 MUSKEGON, MI 49440

CALL FOR INSPECTIONS: 231-724-6715 FAX 231-728-4371

Permit Issued: 03/12/25

Permit Expires: 09/08/2025

**ALL PERMITS MUST BE FINALED -
PLEASE CALL 231-724-6715 FOR
AN INSPECTION AT LEAST 24 HOURS IN ADVANCE**

MINI EXCAVATING LLC

Contractor

800 E ELLIS

(231) 557-0828

NORTON SHORES, MI 49441

561 MARY ST

Job Location

24-612-000-0639-00

MUSKEGON

49442

CITY OF MUSKEGON

Owner

933 TERRACE ST

MUSKEGON

MI

49443-0536

Category: Single Family New Construction

Work Description: NEW HOME BUILD

**PERMIT MUST BE POSTED/KEPT ON JOB SITE UNTIL FINAL
INSPECTION IS COMPLETED AND APPROVED**

PERMIT ITEM	WORK TYPE	PERMIT VALUE	FEE
(6) \$100,001-\$500,00	Single Family New Construction	175,000.00	\$1,630.00

Fee Total: \$1,630.00

Amount Paid: \$1,630.00

CODE BOOK REFERENCE 2015 MBC/2015 MRC

Balance Due: \$0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

RECEIVED

FEB 19 2025

Michigan Department of Treasury
4775 (Rev. 02-23), Page 1CITY OF MUSKEGON
DEVELOPMENT SERVICES**Application for Neighborhood Enterprise
Zone Certificate**

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name Stephens Homes and Investments		Type of NEZ ☐ OPRA eligible community NEZ ☒ Workforce Housing NEZ	
Facility's Street Address 572 Angas Ave		Type of Approval Requested ☒ New Facility ☐ Rehabilitated Facility ☐ Transfer (1 copy only)	
City Muskegon	State MI	ZIP Code 49442	
Name of City, Township or Village (taxing authority) City of Muskegon		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
☒ City ☐ Township ☐ Village		Is the facility owned or rented by occupants? ☐ Owned ☐ Rented	
County Muskegon		Type of Property (check one) ☒ House ☐ Duplex ☐ Condo	
School District Muskegon		☐ Loft ☐ Apartment - No. of Units _____	
Name of LGU that established district City of Muskegon		Name or Number of Neighborhood Enterprise Zone	Date district was established
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____		Estimated Project Cost (per unit) \$160,000.00	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. Building a 3 bed 2 bathroom with a 2 stall garage on a full basement totaling 1500 sq feet. New Construction			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Additional Timetable Information (if applicable)	
Begin Date	End Date		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Stephen Benedict			
Contact Telephone Number (231) 206-7114		Contact Email Address stephenshomes@yahoo.com	
Owner/Developer/Applicant Name Stephens Homes and Investments LLC			
Owner/Developer/Applicant Telephone Number (231) 206-7114		Owner/Developer/Applicant Email Address stephenshomes@yahoo.com	
Owner/Developer/Applicant Mailing Address 1042 Terrace St		City Muskegon	State MI
		ZIP Code 49442	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Developer/Applicant Signature 		Date 2/19/25	

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU <u>City of Muskegon</u>			
Name of Assessor (First and last name) <u>Donna VanderVries</u>			
Telephone Number <u>231 750 6750</u>		Email Address <u>Vandervriesdoo@muskegoncounty.net</u>	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature <u>(D) VanderVries</u>			Date <u>2/25/25</u>
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
☐ Exemption Approved for _____ Years (6-15)		☐ 1. Original Application	
☐ Exemption Approved for _____ Years (11-17 qualified historic building)		☐ 2. Legal description of the real property with parcel identification number	
☐ Exemption Denied (include Resolution Denying)		☐ 3. Resolution approving the zone.	
Date of resolution approving/denying this application		☐ 4. Resolution approving the application.	
Clerk's Name (First and Last)		☐ 5. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Telephone Number			
Email Address			
Mailing Address		City	State
			ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent by email or mail directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 572 Agnes St. in the Marquette neighborhood, and;

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

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

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Stephens Homes and Investments LLC be approved.

Adopted this 25th day of March, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on March 25, 2025.

By: _____
Ann Meisch
City Clerk



MARK F. FAIRCHILD
REGISTER OF DEEDS
Muskegon County Michigan
5839166 D02

Liber: 4373 Page: 609
Page: 1 of 5
12/23/2024 02:34:45 PM

QUIT-CLAIM DEED

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

QUIT CLAIMS to **STEPHENS HOMES AND INVESTMENTS LLC**, a Limited Liability Company, of 1042 Terrace St, Muskegon, Michigan 49442, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

***SEE ATTACHED LEGAL DESCRIPTIONS**

for the sum of Fifty-Six Thousand, One Hundred Seventy-Five, and 0/100 Dollars (\$**56,175.00**)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on each of the nineteen (19) parcels on the premises herein conveyed within twenty-four (24) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the homes and driveways. "Complete construction" means: (1) issuance of a residential building permits by the City of Muskegon; and (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwellings described in the said building permits. In the event of reversion of titles of the above-described premises, improvements made thereon shall become the property of Grantor.

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

Dated this 9th day of December, 2024.

Signed in the presence of:

Linda Potter
Linda Potter
Jessica Lorenson
Jessica Lorenson

STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

By Ken Johnson
Ken Johnson, Its Mayor
and Ann Marie Meisch
Ann Marie Meisch, MMC, Its Clerk

Before me personally appeared in Muskegon County, Michigan, on December 9, 2024, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos
City of Muskegon Planning Dept.
933 Terrace St. Room 202
Muskegon, MI 49440
Telephone: 231/724-6702

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 9-25-2030

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

Legal Descriptions

1. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 EAST ½ LOT 13 BLOCK 386
Address: 209 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-10
Price: \$2,437.50

2. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WEST ½ LOT 13 BLOCK 386
Address: 213 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-01
Price: \$2,437.50

3. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 631 ALSO
VACATED EAST 1/2 OF ADJACENT ALLEY ((8/00 RESOLUTION # 2000-72 (G))
LOT 632 SPLIT FROM PARCEL 9/14/00 FOR 2001 ROLL
Address: 845 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0631-00
Price: \$6,000.00

4. Legal Description: PART OF LOTS 576 AND 577, CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519 OF SAID CITY OF MUSKEGON
URBAN RENEWAL PLAT NO. 3;
THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133.12 FEET;
THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.41 FEET;
THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.86 FEET;
THENCE SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.02 FEET TO THE
POINT OF BEGINNING;
CONTINUING SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.87 FEET TO
THE SOUTHWEST CORNER OF SAID LOT 577;
THENCE NORTH 01 DEGREES 41 MINUTES 33 SECONDS EAST, ALONG THE WEST LINE OF SAID
LOT 577, A DISTANCE OF 102.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 577;
THENCE SOUTH 88 DEGREES 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 16.30 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 49 MINUTES 35
SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 84 DEGREES 18 MINUTES 34
SECONDS EAST, A CHORD DISTANCE OF 40.12 FEET AND AN ARC LENGTH OF 40.22 FEET TO THE
END OF SAID CURVE;
THENCE SOUTH 13 DEGREES 58 MINUTES 14 SECONDS EAST, A DISTANCE OF 78.18 FEET TO THE
POINT OF BEGINNING.
PARCEL CONTAINS 6062 SQUARE FEET, MORE OR LESS.
Address: 973 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0577-10
Price: \$3,000.00

5. Legal Description: PART OF LOTS 575 AND 576, CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519;
THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133.12 FEET;
THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.41 FEET;
THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 13.62 FEET TO THE
POINT OF BEGINNING;
THENCE CONTINUING SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 47.31
FEET;
THENCE SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.02 FEET;
THENCE NORTH 13 DEGREES 58 MINUTES 14 SECONDS WEST, A DISTANCE OF 78.18 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES

28 MINUTES 15 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 64 DEGREES 11 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 76.30 FEET AND AN ARC LENGTH OF 76.98 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 20 DEGREES 46 MINUTES 24 SECONDS EAST, A DISTANCE OF 83.97 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6264 SQUARE FEET, MORE OR LESS.

Address: 983 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0576-10

Price: \$3,000.00

6. Legal Description: PART OF LOTS 519 AND 575, CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133. 12 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 29.38 FEET;

THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 13. 62 FEET;

THENCE NORTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 83.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 12 MINUTES 24 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 48 DEGREES 21 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 15. 14 FEET, AN ARC LENGTH OF 15. 14 FEET TO THE END OF SAID CURVE;

AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 48 MINUTES 37 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 58 DEGREES 10 MINUTES 20 SECONDS EAST, A CHORD DISTANCE OF 77.07 FEET, AN ARC LENGTH OF 77.99 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 124.94 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6626 SQUARE FEET, MORE OR LESS.

THE PARCEL IS SUBJECT TO A UTILITY EASEMENT AS IT APPARENT ALONG ITS EAST BOUNDARY LINE.

Address: 993 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0575-01

Price: \$3,000.00

7. Legal Description: PART OF LOT 519, CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 519;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133. 12 FEET TO THE SOUTHEAST CORNER OF SAID LOT 519;

THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 54.00 FEET;

THENCE NORTH 02 DEGREES 14 MINUTES 29 SECONDS EAST, A DISTANCE OF 124.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 54 MINUTES 35 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 82 DEGREES 41 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 54.76 FEET AND AN ARC LENGTH OF 55.01 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.

PARCEL CONTAINS 7062 SQUARE FEET, MORE OR LESS.

THE PARCEL IS SUBJECT TO A UTILITY EASEMENT AS IT APPARENT ALONG ITS WEST BOUNDARY LINE.

Address: 1003 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0519-01

Price: \$3,000.00

8. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 NORTH 1/2 LOT 553
Address: 554 AGNES, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-01
Price: \$3,000.00

9. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 SOUTH 1/2 LOT 553
Address: 572 AGNES, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-10
Price: \$3,000.00

10. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 620
Address: 502 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0621-01
Price: \$3,000.00

11. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 621
Address: 508 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0620-01
Price: \$3,000.00

12. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 639 & EAST 1/2
VACATED N/S ALLEY ADJACENT
Address: 561 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0639-00
Price: \$4,650.00

13. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 893
Address: 1542 ADAMS, MUSKEGON, MI 49442
Parcel #: 61-24-613-000-0893-00
Price: \$4,650.00

14. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SOUTH 1/2 LOTS 8 & 9 BLOCK
8
Address: 320 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0008-10
Price: \$3,000.00

15. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLOCK 8
Address: 346 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0010-00
Price: \$3,000.00

16. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLOCK 140
Address: 425 OCTAVIUS, MUSKEGON, MI 49442
Parcel #: 61-24-205-140-0014-00
Price: \$3,000.00

17. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 CITY OF MUSKEGON LOT 5
BLOCK 13 AND WEST 1/2 OF VAC 16.5 FEET ALLEY ADJACENT THERETO (VAC ALLEY CITY RES
#99-87)
Address: 436 CHARLES, MUSKEGON, MI 49441
Parcel #: 61-24-205-013-0005-00
Price: \$3,000.00

18. Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W W 50 FT OF N 132 FT OF S 297 FT NE
1/4 SW 1/4 SW 1/4

Address: 907 ORCHARD, MUSKEGON, MI 49442

Parcel #: 61-24-121-300-0062-00

Price: \$3,000.00

19. Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W E 66 FT OF W 544 1/2 FT OF N 165 FT
OF SW 1/4 OF SW 1/4 OF SW 1/4 EX N 33 FT FOR ST

Address: 877 AMITY, MUSKEGON, MI 49442

Parcel #: 61-24-121-300-0116-00

Price: \$3,000.00

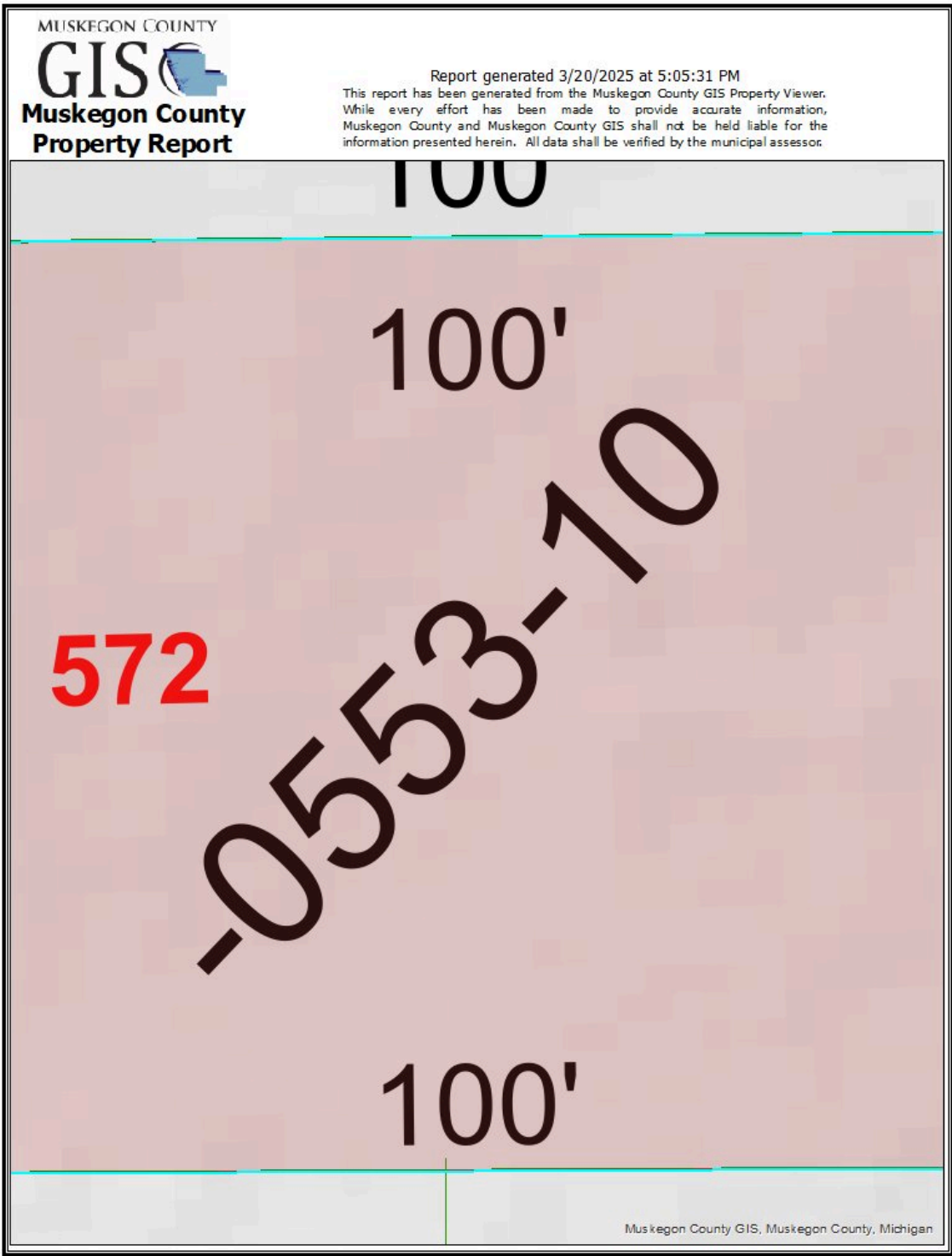


572 Agnes St Property Report

Area of Interest (AOI) Information

Area : 6,806.74 ft²

Mar 20 2025 17:05:03 Eastern Daylight Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	6,806.74	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
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#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
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#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49443	No Data	No Data	No Data	No Data	402	Residential - Vacant	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R - 1	CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 S 1/2 LOT 553	6,806.74

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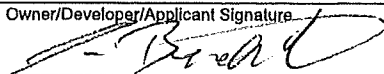
Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

RECEIVED
CITY OF MUSKEGON
DEVELOPMENT SERVICES
JAN 19 2025

LOCAL GOVERNMENTAL UNIT USE ONLY	
Application No.	Date Received
STATE USE ONLY	
Application No.	Date Received

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PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name Stephens Homes and Investments		Type of NEZ ☐ OPRA eligible community NEZ ☒ Workforce Housing NEZ	
Facility's Street Address 425 Octavius Ave		Type of Approval Requested	
City Muskegon	State MI	☒ New Facility ☐ Rehabilitated Facility ☐ Transfer (1 copy only)	
ZIP Code 49442		No. of years requested for exemption (6-15; 11-17 for qualified historic building) 15	
Name of City, Township or Village (taxing authority) City of Muskegon		Is the facility owned or rented by occupants? ☐ Owned ☐ Rented	
☒ City ☐ Township ☐ Village			
County Muskegon		Type of Property (check one)	
School District Muskegon		☒ House ☐ Duplex ☐ Condo	
		☐ Loft ☐ Apartment - No. of Units _____	
Name of LGU that established district City of Muskegon		Name or Number of Neighborhood Enterprise Zone	
		Date district was established	
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____		Estimated Project Cost (per unit) \$160,000.00	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. Building a 3 bed 2 bathroom with a 2 stall garage on a full basement totaling 1500 sq feet. New Construction			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Additional Timetable Information (if applicable)	
Begin Date	End Date		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Stephen Benedict			
Contact Telephone Number (231) 206-7114		Contact Email Address stephenshomes@yahoo.com	
Owner/Developer/Applicant Name Stephens Homes and Investments LLC			
Owner/Developer/Applicant Telephone Number (231) 206-7114		Owner/Developer/Applicant Email Address stephenshomes@yahoo.com	
Owner/Developer/Applicant Mailing Address 1042 Terrace St		City Muskegon	State MI
		ZIP Code 49442	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the Issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Developer/Applicant Signature 		Date 2/19/25	

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU <u>City of Muskegon</u>			
Name of Assessor (First and last name) <u>Donna VanderVries</u>			
Telephone Number <u>231 750 6750</u>		Email Address <u>Vandervriesdo@muskegoncounty.net</u>	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature <u>D VanderVries</u>			Date <u>2/25/25</u>
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
☐ Exemption Approved for _____ Years (6-15)		☐ 1. Original Application	
☐ Exemption Approved for _____ Years (11-17 qualified historic building)		☐ 2. Legal description of the real property with parcel identification number	
☐ Exemption Denied (Include Resolution Denying)		☐ 3. Resolution approving the zone.	
Date of resolution approving/denying this application		☐ 4. Resolution approving the application.	
Clerk's Name (First and Last)		☐ 5. REHABILITATION APPLICATIONS ONLY.	
Telephone Number		Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Email Address			
Mailing Address		City	State ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent by email or mail directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 425 Octavius St. in the Jackson Hill neighborhood, and;

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

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

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Stephens Homes and Investments LLC be approved.

Adopted this 25th day of March, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on March 25, 2025.

By: _____
Ann Meisch
City Clerk



MARK F. FAIRCHILD
REGISTER OF DEEDS
Muskegon County Michigan
5839166 D02

Liber: 4373 Page: 609
Page: 1 of 5
12/23/2024 02:34:45 PM

QUIT-CLAIM DEED

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

QUIT CLAIMS to **STEPHENS HOMES AND INVESTMENTS LLC**, a Limited Liability Company, of 1042 Terrace St, Muskegon, Michigan 49442, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

***SEE ATTACHED LEGAL DESCRIPTIONS**

for the sum of Fifty-Six Thousand, One Hundred Seventy-Five, and 0/100 Dollars (\$**56,175.00**)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on each of the nineteen (19) parcels on the premises herein conveyed within twenty-four (24) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the homes and driveways. "Complete construction" means: (1) issuance of a residential building permits by the City of Muskegon; and (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwellings described in the said building permits. In the event of reversion of titles of the above-described premises, improvements made thereon shall become the property of Grantor.

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

Dated this 9th day of December, 2024.

Signed in the presence of:

Linda Potter
Linda Potter
Jessica Lorenson
Jessica Lorenson

STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

By Ken Johnson
Ken Johnson, Its Mayor
and Ann Marie Meisch
Ann Marie Meisch, MMC, Its Clerk

Before me personally appeared in Muskegon County, Michigan, on December 9, 2024, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos
City of Muskegon Planning Dept.
933 Terrace St. Room 202
Muskegon, MI 49440
Telephone: 231/724-6702

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 9-25-2030

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

Legal Descriptions

1. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 EAST ½ LOT 13 BLOCK 386
Address: 209 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-10
Price: \$2,437.50

2. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 WEST ½ LOT 13 BLOCK 386
Address: 213 MERRILL, MUSKEGON, MI 49441
Parcel #: 61-24-205-386-0013-01
Price: \$2,437.50

3. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 631 ALSO
VACATED EAST 1/2 OF ADJACENT ALLEY ((8/00 RESOLUTION # 2000-72 (G))
LOT 632 SPLIT FROM PARCEL 9/14/00 FOR 2001 ROLL
Address: 845 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0631-00
Price: \$6,000.00

4. Legal Description: PART OF LOTS 576 AND 577, CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519 OF SAID CITY OF MUSKEGON
URBAN RENEWAL PLAT NO. 3;
THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133.12 FEET;
THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.41 FEET;
THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 60.86 FEET;
THENCE SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.02 FEET TO THE
POINT OF BEGINNING;
CONTINUING SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.87 FEET TO
THE SOUTHWEST CORNER OF SAID LOT 577;
THENCE NORTH 01 DEGREES 41 MINUTES 33 SECONDS EAST, ALONG THE WEST LINE OF SAID
LOT 577, A DISTANCE OF 102.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 577;
THENCE SOUTH 88 DEGREES 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 16.30 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13 DEGREES 49 MINUTES 35
SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 84 DEGREES 18 MINUTES 34
SECONDS EAST, A CHORD DISTANCE OF 40.12 FEET AND AN ARC LENGTH OF 40.22 FEET TO THE
END OF SAID CURVE;
THENCE SOUTH 13 DEGREES 58 MINUTES 14 SECONDS EAST, A DISTANCE OF 78.18 FEET TO THE
POINT OF BEGINNING.
PARCEL CONTAINS 6062 SQUARE FEET, MORE OR LESS.
Address: 973 DUCEY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0577-10
Price: \$3,000.00

5. Legal Description: PART OF LOTS 575 AND 576, CITY OF MUSKEGON URBAN RENEWAL PLAT
NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519;
THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133.12 FEET;
THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 83.41 FEET;
THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 13.62 FEET TO THE
POINT OF BEGINNING;
THENCE CONTINUING SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 47.31
FEET;
THENCE SOUTH 68 DEGREES 41 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.02 FEET;
THENCE NORTH 13 DEGREES 58 MINUTES 14 SECONDS WEST, A DISTANCE OF 78.18 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26 DEGREES

28 MINUTES 15 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 64 DEGREES 11 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 76.30 FEET AND AN ARC LENGTH OF 76.98 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 20 DEGREES 46 MINUTES 24 SECONDS EAST, A DISTANCE OF 83.97 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6264 SQUARE FEET, MORE OR LESS.

Address: 983 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0576-10

Price: \$3,000.00

6. Legal Description: PART OF LOTS 519 AND 575, CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 519;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133. 12 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 54.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 29.38 FEET;

THENCE SOUTH 69 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 13. 62 FEET;

THENCE NORTH 20 DEGREES 46 MINUTES 24 SECONDS WEST, A DISTANCE OF 83.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 12 MINUTES 24 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 48 DEGREES 21 MINUTES 06 SECONDS EAST, A CHORD DISTANCE OF 15. 14 FEET, AN ARC LENGTH OF 15. 14 FEET TO THE END OF SAID CURVE;

AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 48 MINUTES 37 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 58 DEGREES 10 MINUTES 20 SECONDS EAST, A CHORD DISTANCE OF 77.07 FEET, AN ARC LENGTH OF 77.99 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 124.94 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6626 SQUARE FEET, MORE OR LESS.

THE PARCEL IS SUBJECT TO A UTILITY EASEMENT AS IT APPARENT ALONG ITS EAST BOUNDARY LINE.

Address: 993 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0575-01

Price: \$3,000.00

7. Legal Description: PART OF LOT 519, CITY OF MUSKEGON URBAN RENEWAL PLAT NO. 3, MUSKEGON COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 519;

THENCE SOUTH 02 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 133. 12 FEET TO THE SOUTHEAST CORNER OF SAID LOT 519;

THENCE NORTH 88 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 54.00 FEET;

THENCE NORTH 02 DEGREES 14 MINUTES 29 SECONDS EAST, A DISTANCE OF 124.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 54 MINUTES 35 SECONDS, A RADIUS OF 166.67 FEET, A CHORD BEARING OF NORTH 82 DEGREES 41 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 54.76 FEET AND AN ARC LENGTH OF 55.01 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.

PARCEL CONTAINS 7062 SQUARE FEET, MORE OR LESS.

THE PARCEL IS SUBJECT TO A UTILITY EASEMENT AS IT APPARENT ALONG ITS WEST BOUNDARY LINE.

Address: 1003 DUCEY, MUSKEGON, MI 49442

Parcel #: 61-24-612-000-0519-01

Price: \$3,000.00

8. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 NORTH 1/2 LOT 553
Address: 554 AGNES, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-01
Price: \$3,000.00

9. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 SOUTH 1/2 LOT 553
Address: 572 AGNES, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0553-10
Price: \$3,000.00

10. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 620
Address: 502 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0621-01
Price: \$3,000.00

11. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 621
Address: 508 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0620-01
Price: \$3,000.00

12. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 3 LOT 639 & EAST 1/2
VACATED N/S ALLEY ADJACENT
Address: 561 MARY, MUSKEGON, MI 49442
Parcel #: 61-24-612-000-0639-00
Price: \$4,650.00

13. Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 893
Address: 1542 ADAMS, MUSKEGON, MI 49442
Parcel #: 61-24-613-000-0893-00
Price: \$4,650.00

14. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SOUTH 1/2 LOTS 8 & 9 BLOCK
8
Address: 320 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0008-10
Price: \$3,000.00

15. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 10 BLOCK 8
Address: 346 WOOD, MUSKEGON, MI 49442
Parcel #: 61-24-205-008-0010-00
Price: \$3,000.00

16. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLOCK 140
Address: 425 OCTAVIUS, MUSKEGON, MI 49442
Parcel #: 61-24-205-140-0014-00
Price: \$3,000.00

17. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 CITY OF MUSKEGON LOT 5
BLOCK 13 AND WEST 1/2 OF VAC 16.5 FEET ALLEY ADJACENT THERETO (VAC ALLEY CITY RES
#99-87)
Address: 436 CHARLES, MUSKEGON, MI 49441
Parcel #: 61-24-205-013-0005-00
Price: \$3,000.00

18. Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W W 50 FT OF N 132 FT OF S 297 FT NE
1/4 SW 1/4 SW 1/4
Address: 907 ORCHARD, MUSKEGON, MI 49442
Parcel #: 61-24-121-300-0062-00
Price: \$3,000.00

19. Legal Description: CITY OF MUSKEGON SEC 21 T10N R16W E 66 FT OF W 544 1/2 FT OF N 165 FT
OF SW 1/4 OF SW 1/4 OF SW 1/4 EX N 33 FT FOR ST
Address: 877 AMITY, MUSKEGON, MI 49442
Parcel #: 61-24-121-300-0116-00
Price: \$3,000.00



425 Octavius St Property Report

Area of Interest (AOI) Information

Area : 8,855.25 ft²

Mar 20 2025 16:59:21 Eastern Daylight Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	8,855.25	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-140-0014-00	24	0.20	0.20	425	No Data	425 OCTAVIUS ST	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49442	CITY OF MUSKEGON	No Data	No Data	933 TERRACE	MUSKEGON	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49440	0.00	0.00	0.00	0	402	Residential - Vacant	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R-1	CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 14 BLK 140	8,855.25

©2020 Muskegon County GIS Data reported herein is believed to be accurate and up to date, however Muskegon County and Muskegon County GIS make no warranty to the accuracy of the data. It is advised that before any decisions are made from this data, that the local assessor or building officials are contacted.

City of Muskegon Res New Const Permit No: PB250115

BUILDING SAFETY INSPECTIONS 933 TERRACE ST., ROOM 201 MUSKEGON, MI 49440

CALL FOR INSPECTIONS: 231-724-6715 FAX 231-728-4371

Permit Issued:

Permit Expires: 0

**ALL PERMITS MUST BE FINALED -
PLEASE CALL 231-724-6715 FOR
AN INSPECTION AT LEAST 24 HOURS IN ADVANCE**

MINI EXCAVATING LLC

Contractor

800 E ELLIS

(231) 557-0828

NORTON SHORES, MI 49441

425 OCTAVIUS ST

Job Location

24-205-140-0014-00

MUSKEGON

49442

CITY OF MUSKEGON

Owner

933 TERRACE

MUSKEGON

MI

49440

Category: Single Family New Construction

Work Description: NEW HOME BUILD

**PERMIT MUST BE POSTED/KEPT ON JOB SITE UNTIL FINAL
INSPECTION IS COMPLETED AND APPROVED**

PERMIT ITEM	WORK TYPE	PERMIT VALUE	FEE
(6) \$100,001-\$500,00	Single Family New Construction	160,000.00	\$1,534.00

Fee Total: \$1,534.00

Amount Paid: \$0.00

CODE BOOK REFERENCE 2015 MBC/2015 MRC

Balance Due: \$1,534.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

Resolution No. 2024-90(A)

MUSKEGON CITY COMMISSION

RESOLUTION TO CREATE AND AMEND NEIGHBORHOOD ENTERPRIZE ZONE DISTRICTS WITHIN
THE CITY OF MUSKEGON

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City pursuant to Public Act 147 of the Michigan Public Acts of 1992, and;

WHEREAS, the City of Muskegon would like to amend existing Neighborhood Enterprise Zone districts to new locations within the City, and;

WHEREAS, the City of Muskegon would like to remove certain areas from the Neighborhood Enterprise Zone and;

WHEREAS, notices were sent to the local taxing jurisdictions on October 10, 2024, and;

WHEREAS, a public hearing was held regarding the creation of this new district on October 22, 2024 at a regular commission meeting of the City of Muskegon; and;

WHEREAS, the old district boundaries will include properties as shown in Exhibit A, and;

WHEREAS, the new and removed boundaries will include properties as shown in Exhibit B, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City pursuant to the Act;

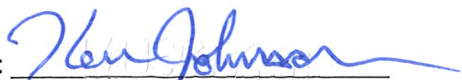
NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone districts in the City of Muskegon have been approved.

Adopted this 22nd day of October, 2024.

Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, Keener, and German

Nays: None

Absent: None

By: 
Ken Johnson, Mayor

Attest: 
Ann Meisch City Clerk

CERTIFICATION

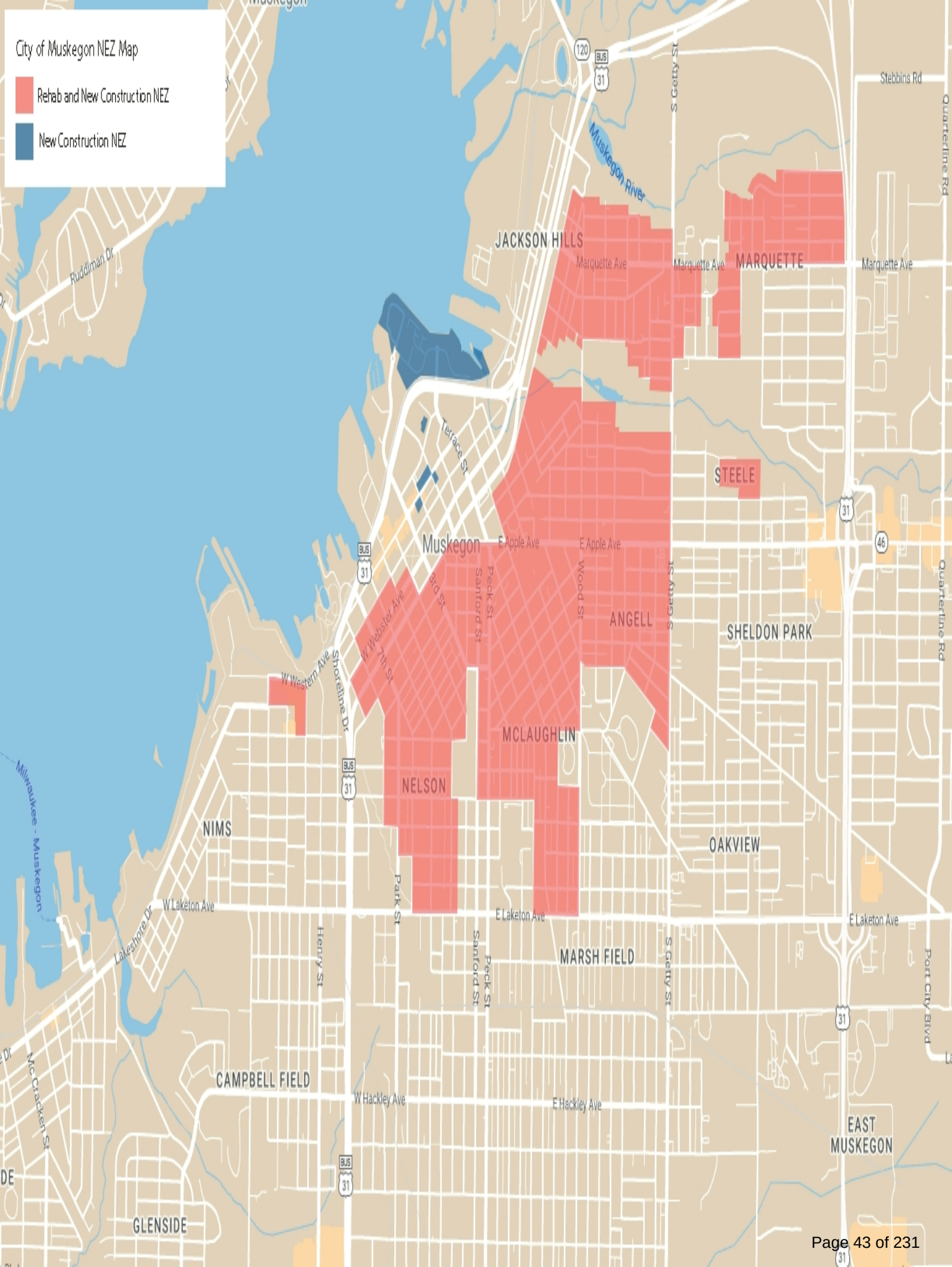
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 22, 2024.

By: 

Ann Meisch City Clerk

City of Muskegon NEZ Map

- Rehab and New Construction NEZ
- New Construction NEZ



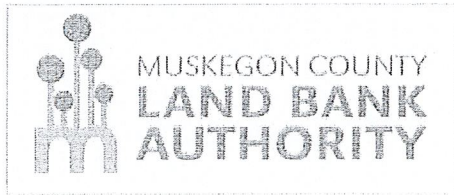


Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Neighborhood Enterprise Zone Certificate - 1221 Sanford St.				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: Staff is requesting the approval of a Neighborhood Enterprise Zone certificate for 15 years for a new construction home at 1221 Sanford St.					
Detailed Summary & Background: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been submitted by OrangeFin Properties LLC for a new construction home at 1221 Sanford St. This was a former City-owned lot that was sold to the developer. The estimated construction cost is \$145,000. The application meets all local and state requirements for NEZ certification. Included in your materials are the new NEZ resolution and a map outlining the updated NEZ boundaries for your review.					
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Diverse housing types <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business - Additional attainable housing units and increased rates of home ownership					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>	Yes	No	N/A	
Yes	No	N/A			
Recommended Motion: I move to close the public hearing and approve the Neighborhood Enterprise Zone certificate at 1221 Sanford St. and authorize the City Clerk and Mayor to sign the certificate resolution.					
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;"> Immediate Division Head </td> <td style="width: 40%;"></td> </tr> </table>	Immediate Division Head		Guest(s) Invited / Presenting: Yes		
Immediate Division Head					

Information Technology			
Other Division Heads			
Communication			
Legal Review			



March 24, 2025

Jake Eckholm
City of Muskegon

Dear Mr. Eckholm:

This letter establishes our intention to rescind the Land Bank's right of recapture on the property at 1221 Sanford St. We understand the intention of the owner is to apply for NEZ status, which would create a conflict with the 5/50 land bank recapture.

Please contact me with any further questions.

Sincerely

A handwritten signature in black ink, appearing to read "Tony Moulatsiotis". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Tony Moulatsiotis, Chairman
Muskegon County Land Bank

Muskegon County Land Bank Authority
173 E. Apple Avenue, Suite 104, Muskegon, MI 49442
231-724-6170 phone 231-724-6549 fax



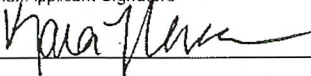
Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
▶ Application No.	▶ Date Received

STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction. Initially file completed application and required documents with the clerk of the local governmental unit. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/APPLICANT INFORMATION (Applicant must complete all fields)			
Applicant Name OrangeFin Properties LLC		Type of Approval Requested ☒ New Facility ☐ Rehabilitation Facility ☐ Transfer (1 copy only)	
Facility's Street Address 1221 Sanford St		Amount of years requested for exemption (6-15) 15	
City Muskegon	State MI	ZIP Code 49441	Is the facility owned or rented by occupants? ☒ Owned ☐ Rented
Name of City, Township or Village (taxing authority) Muskegon		Type of Property ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____	
☒ City ☐ Township ☐ Village			
County Muskegon	School District 61010		
Name of LGU that established district City of Muskegon		Name or Number of Neighborhood Enterprise Zone Nelson	Date district was established 10/22/2024
Identify who the work was completed by ☒ Licensed Contractor ☐ Other _____		Estimated Project Cost (per unit) \$145,000.00	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. Include Breakdown of Investment Cost. Use attachments if necessary. Sjaarda Homes is building a 3bd/2bath ranch home on this parcel that we will list for sale. Estimated Build cost is \$145k			
Timetable for undertaking and completing the rehabilitation or construction of the facility. 8 month timeline with ground breaking in the spring after permits have been pulled. This will be one of three homes that Derek Sjaarda/Sjaarda Homes will be building on infill parcels and listed for sale.			
PART 2: APPLICANT CERTIFICATION			
Contact Name Kara Novak	Contact Telephone Number (616) 405-2553		
Contact Fax Number	Contact E-mail Address Kara.Novak@UnitedBank4U.com		
Owner/Applicant Name OrangeFin Properties/Kara Novak	Owner/Applicant Telephone Number (616) 405-2553		
Owner/Applicant Mailing Address (Street No., City, State, ZIP Code) 468 Pinecrest St Holland MI 49424	Owner/Applicant E-mail Address Kara.Novak@UnitedBank4U.com		
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Applicant Signature 	Date 3.6.2025		

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.			
☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.			
Name of LGU City of Muskegon			
Name of Assessor (First and last name) Donna Vanderries		Telephone Number 231 750 6750	
Fax Number 231-724-1129		E-mail Address vanderriesdo@muskegoncounty.net	
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.			
Assessor's Signature D Vanderries			Date 3/24/2025
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)			
Action taken by LGU:		The State Tax Commission requires the following documents be filed for an administratively complete application:	
☐ Exemption Approved for _____ Years (6-15) ☐ Exemption Approved for _____ Years (11-17 historical credits) ☐ Exemption Denied (Include Resolution Denying)		☐ 1. Original Application ☐ 2. Legal description of the real property with parcel code # ☐ 3. Resolution approving/denying application (include # of years) ☐ 4. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.	
Date of resolution approving/denying this application			
Clerk's Name (First and Last)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address		City	State ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.			
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.			
Clerk Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by OrangeFin Properties LLC to construct a new home at 1221 Sanford St. in the Nelson neighborhood, and;

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

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

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years;

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

Adopted this 25th day of March, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on March 25, 2025.

By: _____
Ann Meisch
City Clerk

QUIT-CLAIM DEED

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

QUIT CLAIMS to **Orangefin Properties LLC, of 468 Pinecrest St, Holland, MI, 49424**, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

**Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SOUTH ½ LOT 11
BLOCK 384
Address: 1221 Sanford Street, Muskegon, MI, 49441
Parcel#: 24-205-384-0011-00**

for the sum of Four Thousand, One Hundred, Twenty-Five, and 0/100 Dollars (**\$4,125.00**)

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

Dated this 10th day of December, 2024.

Signed in the presence of:

Linda S. Potter
Linda Potter
Jessica Lorenson
Jessica Lorenson

CITY OF MUSKEGON

By Ken Johnson
Ken Johnson, Its Mayor
and Ann Marie Meisch
Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Before me personally appeared in Muskegon County, Michigan, on December 11, 2024, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos
City of Muskegon Planning Dept.
933 Terrace St. Room 202
Muskegon, MI 49440
Telephone: 231/724-6702

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 7-25-2030

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILLS TO: Grantees

Invoice



Remit To:
217 Grandville Ave. S.W., Suite 302
Grand Rapids, Michigan 49503
(616)575-5190
Fed. ID# 38-2226643

January 31, 2025
Invoice No: 212885

Kara Novak
OrangeFin Properties LLC
468 Pinecrest St
Holland, MI 49424

Project 25200096 1221 Sanford St

Professional Services through January 31, 2025

Boundary Survey

645.00

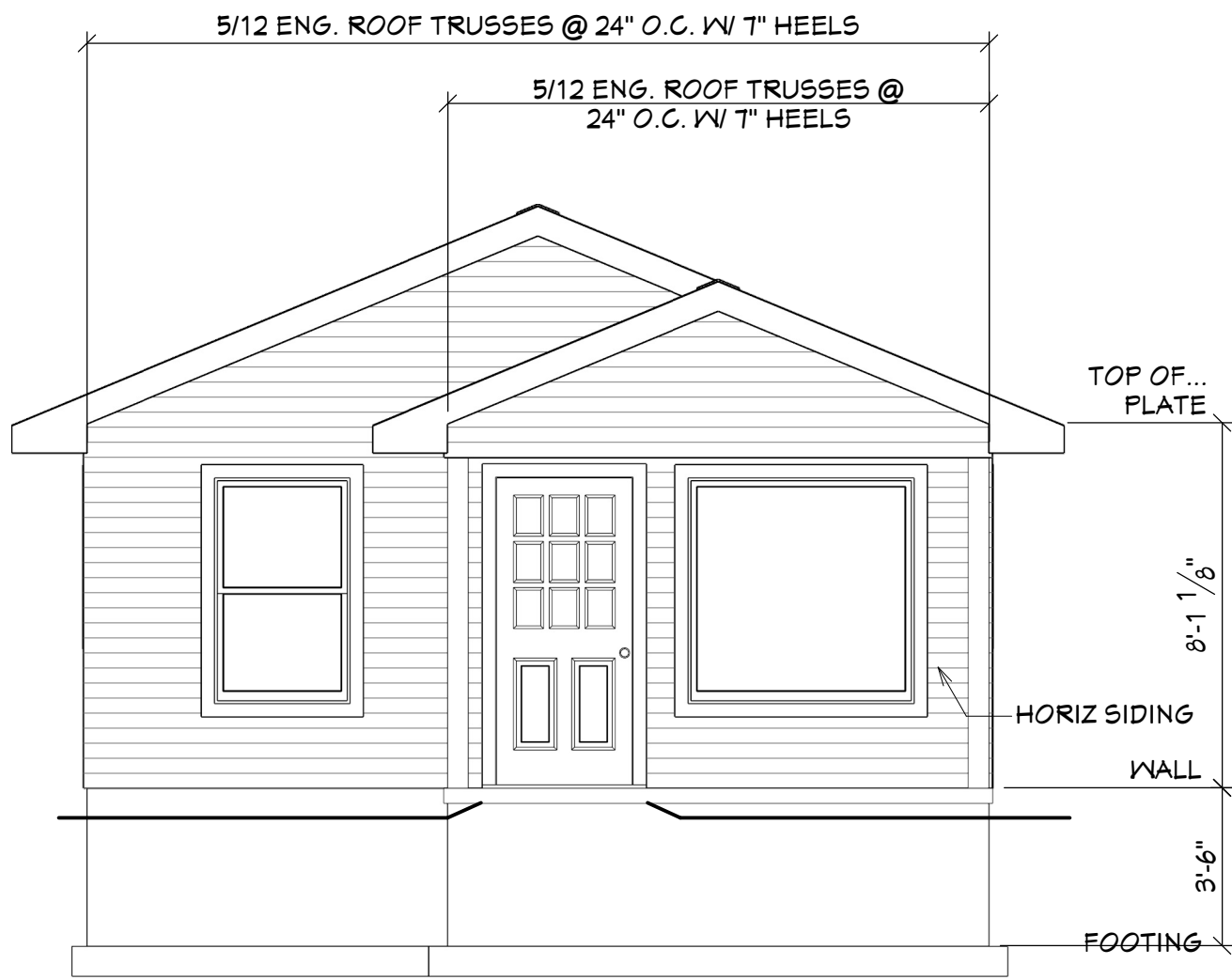
Retainer

-645.00

-645.00

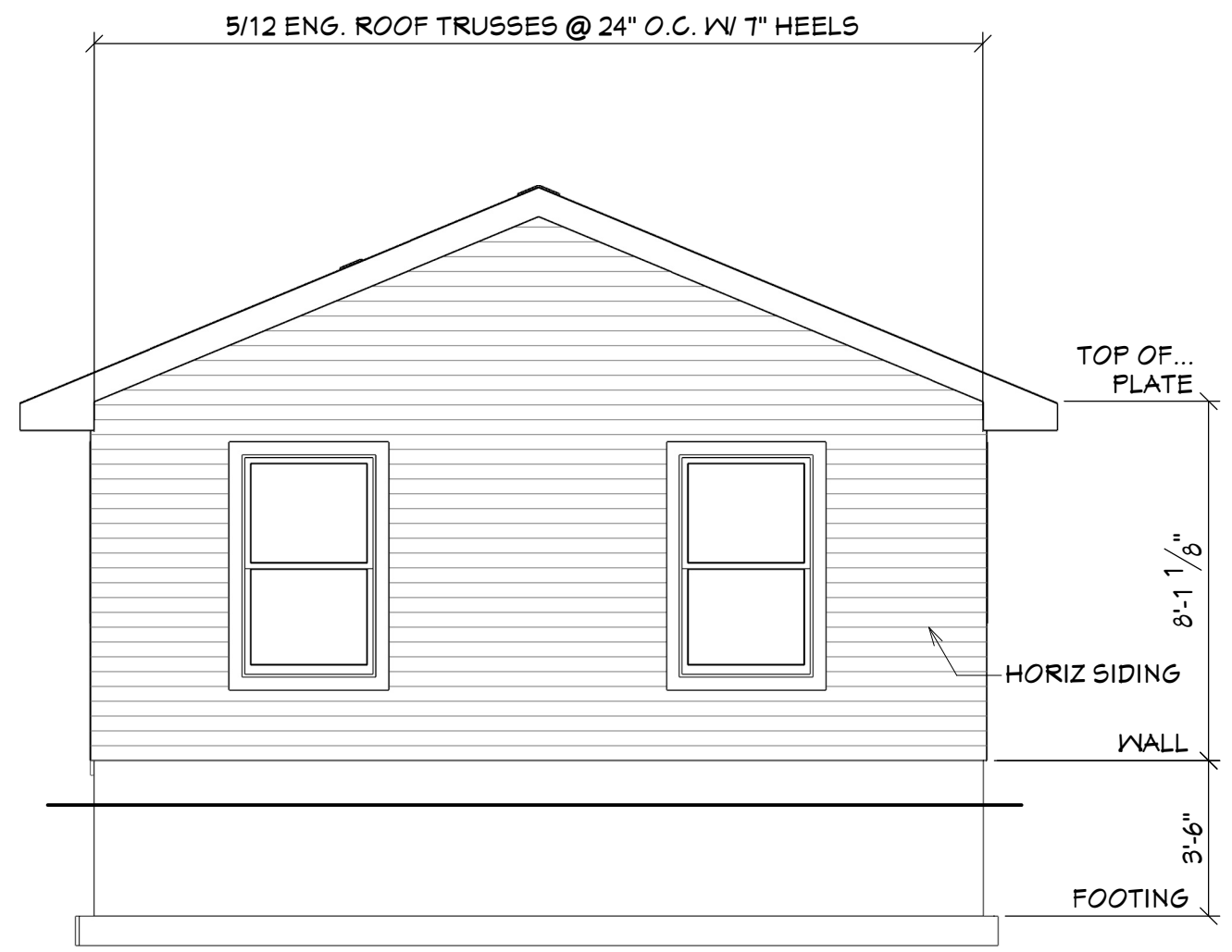
TOTAL THIS INVOICE 0.00

Thank you for choosing Nederveld.



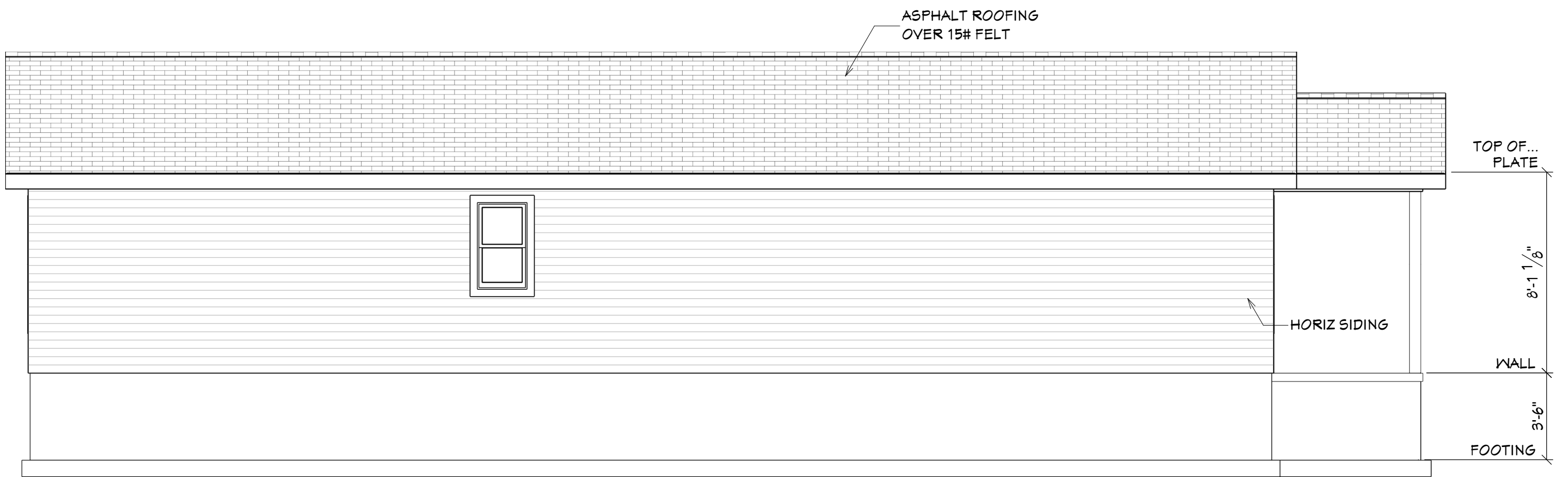
FRONT ELEVATION

1/4" = 1'0"



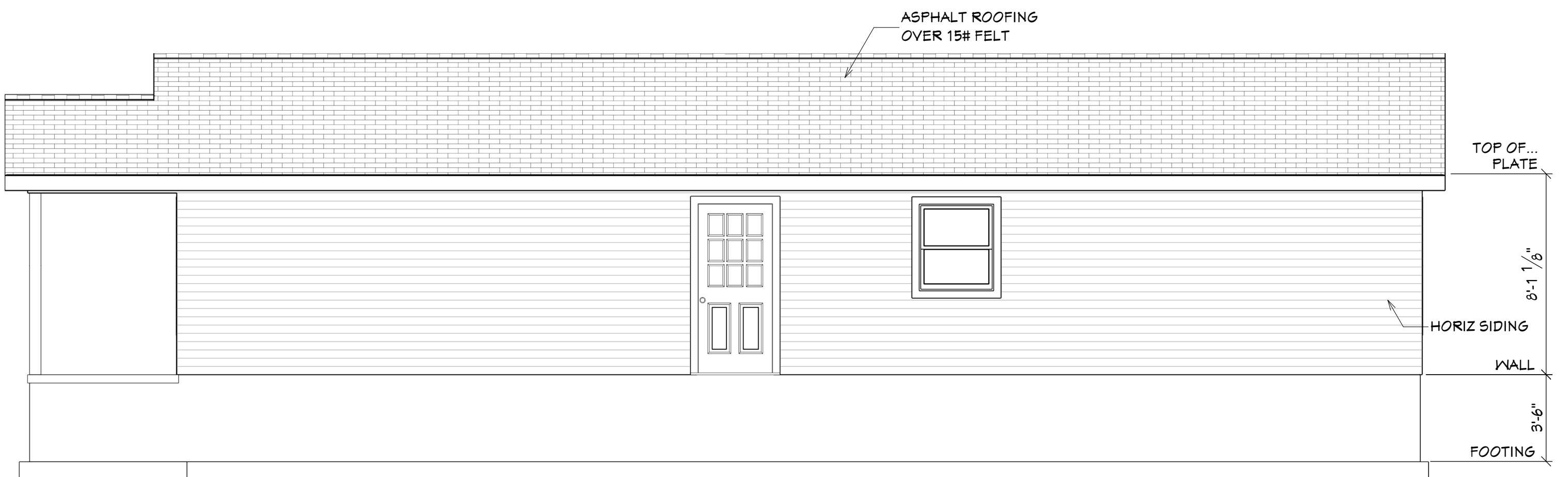
REAR ELEVATION

1/4" = 1'0"



LEFT ELEVATION

1/4" = 1'0"



RIGHT ELEVATION

RIGHT ELEVATION

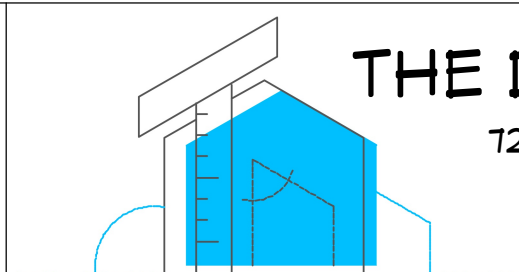
1/4" = 1'0"

SHEET
3
OF 3

PLAN
225020

REVISIONS:

HOUSE PLANS FOR:
SJAARDA HOMES - NOVAK RENTAL



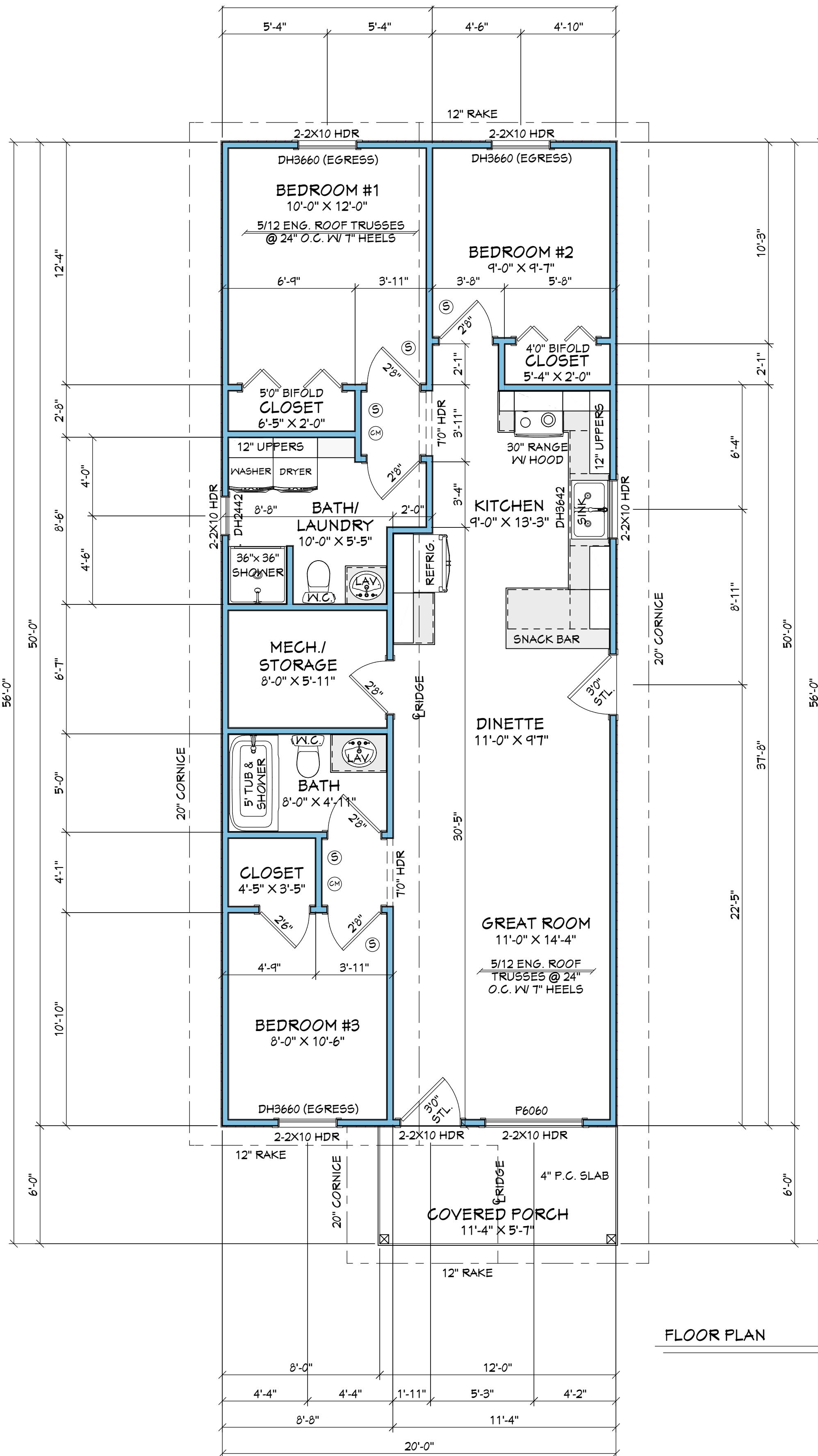
THE DRAWING BOARD, INC.

7285 RANSOM ST. - ZEELAND, MI 49464

616-875-DRAW (3729)

tim@thedrawingboard.us

Note: Every attempt has been made in the preparation of this plan to avoid mistakes. However, the maker cannot guarantee against human error. Dimensions and details must be checked by contractor and subcontractors on the job. All dimensions are figured as rough, 2 X 4 being 1- 1/2" X 3- 1/2".
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NOTES:
8'-1 1/8" PLATE HEIGHT
(S) - SMOKE DETECTORS - INTERCONNECTED W/ BATTERY BACKUP
(CM) - CARBON MONOXIDE DETECTOR
UNLESS OTHERWISE NOTED, ALL DIMENSIONAL HEADERS SHALL BE #2 BETTER HEM FIR & ALL WINDOW & DOOR HEADERS & BEAMS ARE CALCULATED TO HAVE A MAXIMUM DEFLECTION OF .33"
WINDOWS WITH OPENINGS LOCATED MORE THAN 12" ABOVE FINISHED GRADE & 24" OR LESS ABOVE THE FINISHED FLOOR SHALL BE EQUIPPED WITH WINDOW OPENING LIMITING DEVICES OR APPROVED FALL PREVENTION DEVICES.
EXTERIOR WALLS FIGURED AS 4" & 6" (3 1/2" STUD & 1/2" SHEATHING OR 5 1/2" STUD & 1/2" SHEATHING)
ALL ATTIC ACCESS DOORS TO BE WEATHER STRIPPED AND INSULATED TO MEET REQUIRED INSULATION R-VALUE OF SURROUNDING SURFACES.
ALL WINDOW & EXTERIOR DOOR HDRS @ 6'10 1/2" UNLESS OTHERWISE NOTED

FLOOR PLAN

1/4" = 1'0"

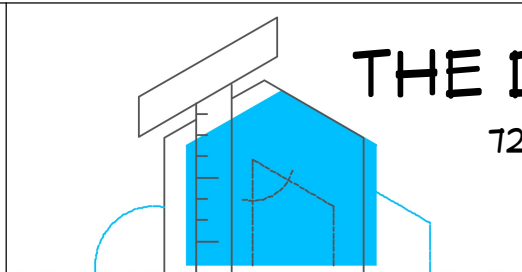
SHEET

1
OF 3

PLAN
225020
950
SQ. FT.
20' X 56'

REVISIONS:

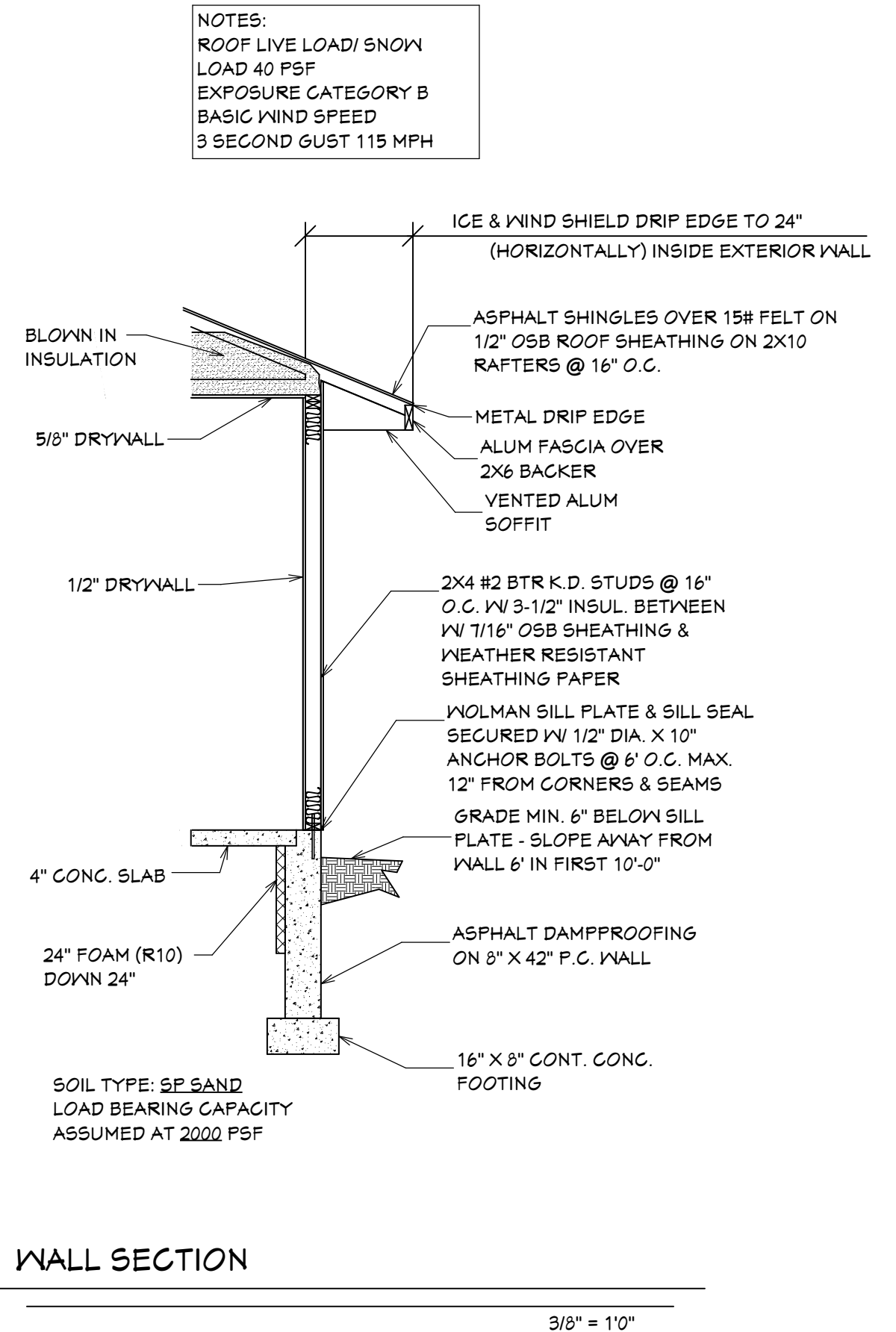
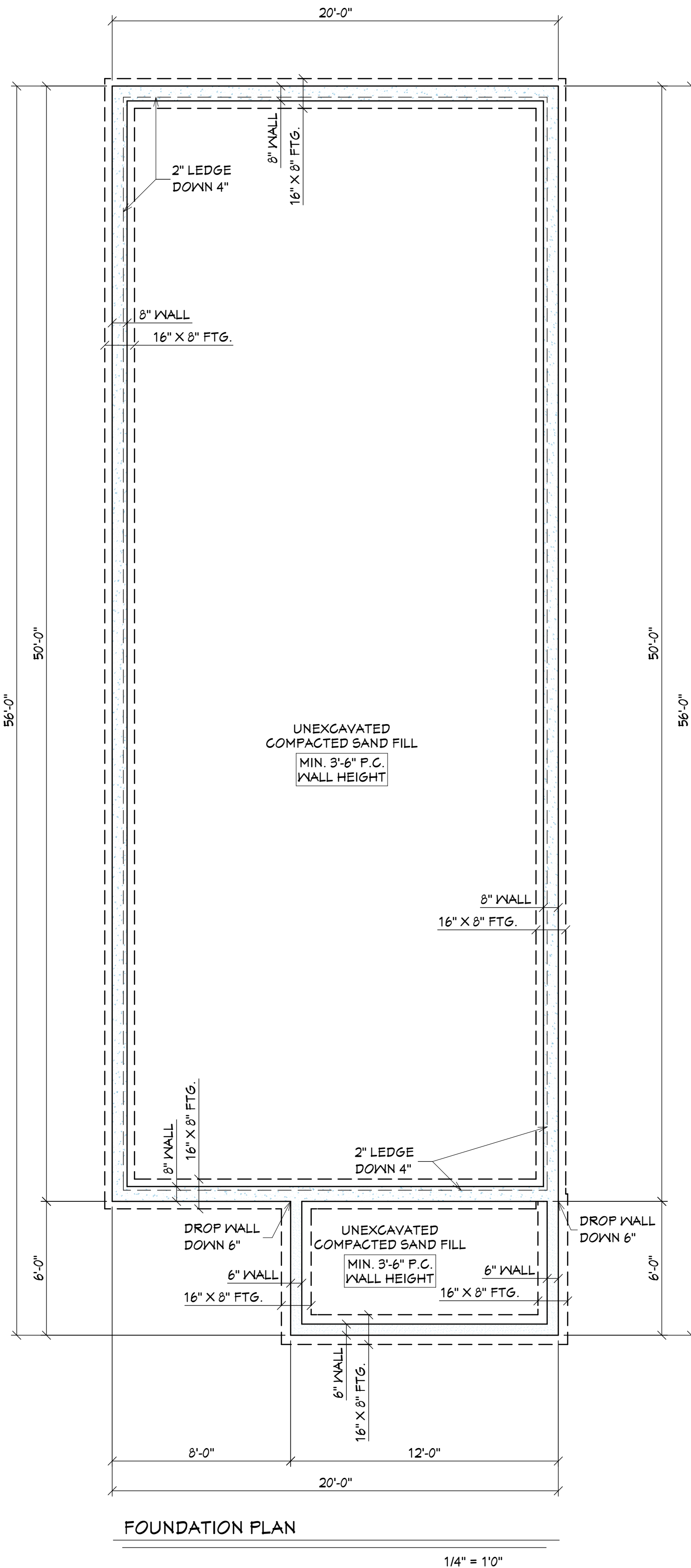
HOUSE PLANS FOR:
SJAARDA HOMES - NOVAK RENTAL



THE DRAWING BOARD, INC.

1285 RANSOM ST. - ZEELAND, MI 49464
616-875-DRAW (3729)
tim@thedrawingboard.us

Note: Every attempt has been made in the preparation of this plan to avoid mistakes. However, the maker cannot guarantee against human error. Dimensions and details must be checked by contractor and subcontractors on the job. All dimensions are figured as rough, 2 X 4 being 1- 1/2" X 3- 1/2".
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Resolution No. 2024-90(A)

MUSKEGON CITY COMMISSION

RESOLUTION TO CREATE AND AMEND NEIGHBORHOOD ENTERPRIZE ZONE DISTRICTS WITHIN
THE CITY OF MUSKEGON

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City pursuant to Public Act 147 of the Michigan Public Acts of 1992, and;

WHEREAS, the City of Muskegon would like to amend existing Neighborhood Enterprise Zone districts to new locations within the City, and;

WHEREAS, the City of Muskegon would like to remove certain areas from the Neighborhood Enterprise Zone and;

WHEREAS, notices were sent to the local taxing jurisdictions on October 10, 2024, and;

WHEREAS, a public hearing was held regarding the creation of this new district on October 22, 2024 at a regular commission meeting of the City of Muskegon; and;

WHEREAS, the old district boundaries will include properties as shown in Exhibit A, and;

WHEREAS, the new and removed boundaries will include properties as shown in Exhibit B, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City pursuant to the Act;

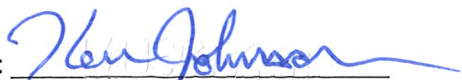
NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone districts in the City of Muskegon have been approved.

Adopted this 22nd day of October, 2024.

Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, Keener, and German

Nays: None

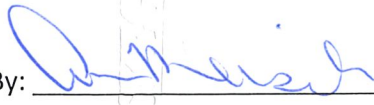
Absent: None

By: 
Ken Johnson, Mayor

Attest: 
Ann Meisch City Clerk

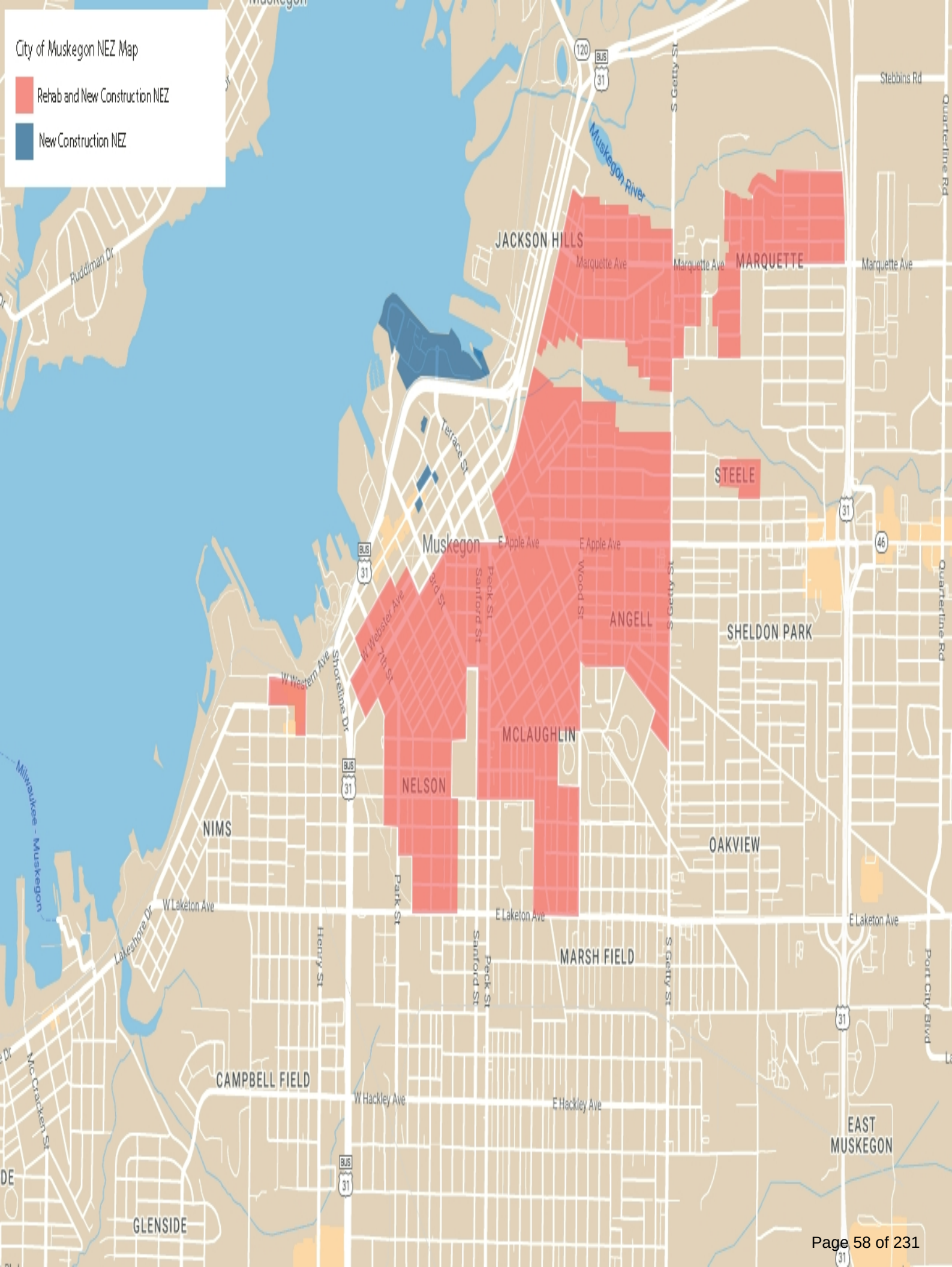
CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 22, 2024.

By: 
Ann Meisch City Clerk

City of Muskegon NEZ Map

- Rehab and New Construction NEZ
- New Construction NEZ





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Neighborhood Enterprise Zone Certificate - 254 Meeking St.						
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development						
Brief Summary: Staff is requesting the approval of a Neighborhood Enterprise Zone certificate for 15 years for a new construction home at 254 Meeking St.							
Detailed Summary & Background: An application for a Neighborhood Enterprise Zone (NEZ) certificate has been received from Green Rabbit Home Builders for a new construction home at 254 Meeking St. The cost of construction is approximately \$216,000. The applicant has met local and state requirements for the issuance of an NEZ certificate. You will also find a copy of the new NEZ resolution and map outlining the new NEZ boundaries.							
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Diverse housing types							
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Recommended Motion: I move to close the public hearing and approve the Neighborhood Enterprise Zone certificate at 254 Meeking St and authorize the City Clerk and Mayor to sign the certificate and resolution.							
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information</td><td></td><td></td></tr></table>	Immediate Division Head			Information			Guest(s) Invited / Presenting: Yes
Immediate Division Head							
Information							

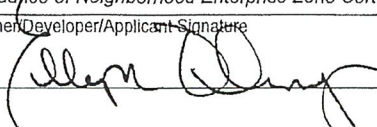
Technology			
Other Division Heads			
Communication			
Legal Review			

Application for Neighborhood Enterprise Zone Certificate

Issued under authority of Public Act 147 of 1992, as amended.

LOCAL GOVERNMENTAL UNIT USE ONLY	
▶ Application No.	▶ Date Received <u>3/7/2025</u>
STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the local governmental unit (LGU). This form is also used to file a request for the transfer of an existing NEZ certificate. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)			
Owner/Developer/Applicant Name GreenRabbit Home Builders		Type of NEZ ☒ OPRA eligible community NEZ ☐ Workforce Housing NEZ	
Facility's Street Address 254 Meeking Ave.		Type of Approval Requested	
City Muskegon	State MI	☒ New Facility ☐ Rehabilitated Facility ☐ Transfer (1 copy only)	
ZIP Code 49442		No. of years requested for exemption (6-15; 11-17 for qualified historic building) <u>15</u>	
Name of City, Township or Village (taxing authority) Muskegon		Is the facility owned or rented by occupants? ☒ Owned ☐ Rented	
☒ City ☐ Township ☐ Village		Type of Property (check one) ☒ House ☐ Duplex ☐ Condo ☐ Loft ☐ Apartment - No. of Units _____	
County Muskegon	School District Muskegon		
Name of LGU that established district City of Muskegon	Name or Number of Neighborhood Enterprise Zone 254 Meeking Ave. <u>Marquette</u>	Date district was established 10/22/2014	
Identify who will complete the work ☒ Licensed Contractor ☐ Other _____		Estimated Project Cost (per unit) <u>\$216,000</u>	
Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary. New home built on vacant city infill lot, GreenRabbit Home Builders is building 2 and 3 bedroom homes (with full basements for future expansion) targeting the missing middle home buyer.			
Timetable for undertaking and completing the rehabilitation or construction of the facility.		Additional Timetable Information (if applicable)	
Begin Date 4/1/2025	End Date 9/30/2025		
PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION			
Contact Name Ellyn Olney			
Contact Telephone Number (616) 299-7600		Contact Email Address info@greenrabbitbuilders.com	
Owner/Developer/Applicant Name GreenRabbit Home Builders			
Owner/Developer/Applicant Telephone Number (616) 552-3745		Owner/Developer/Applicant Email Address info@greenrabbitbuilders.com	
Owner/Developer/Applicant Mailing Address 1801 44th St. SE		City Grand Rapids	State MI
		ZIP Code 49508	
I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.			
I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.			
Owner/Developer/Applicant Signature 		Date <u>March 5, 2025</u>	

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)				
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.				
☒ By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.				
Name of LGU <u>City of Muskegon</u>				
Name of Assessor (First and last name) <u>Donna Vanderuries</u>				
Telephone Number <u>231 750 6750</u>		Email Address <u>vanderuriesdo@muskegoncounty.net</u>		
I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.				
Assessor's Signature <u>Donna Vanderuries</u>			Date <u>3/20/2025</u>	
PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)				
Action taken by LGU: ☐ Exemption Approved for _____ Years (6-15) ☐ Exemption Approved for _____ Years (11-17 qualified historic building) ☐ Exemption Denied (include Resolution Denying)		The State Tax Commission requires the following documents be filed for an administratively complete application: ☐ 1. Original Application ☐ 2. Legal description of the real property with parcel identification number ☐ 3. Resolution approving the zone. ☐ 4. Resolution approving the application. ☐ 5. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.		
Date of resolution approving/denying this application		☐ 1. Original Application ☐ 2. Legal description of the real property with parcel identification number ☐ 3. Resolution approving the zone. ☐ 4. Resolution approving the application. ☐ 5. REHABILITATION APPLICATIONS ONLY. Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.		
Clerk's Name (First and Last)				
Telephone Number				
Email Address				
Mailing Address		City	State	ZIP Code
I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.				
I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.				
Clerk Signature			Date	

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Note: Additional documentation will be required for further processing of the application and for the issuance of the certificate of exemption. These documents should be sent by email or mail directly to the State of Michigan only after the original application is filed with the LGU clerk and approved by the LGU. See the instruction sheet attached.

Any questions concerning the completion of this application should be directed to the LGU clerk.

Resolution No. _____

MUSKEGON CITY COMMISSION

**RESOLUTION TO APPROVE THE ISSUANCE
OF A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Green Rabbit Home Builders to construct a new home at 254 Meeking St. in the Marquette neighborhood, and;

WHEREAS, the applicant has satisfied both the local and state eligibility criteria for a Neighborhood Enterprise Zone Certificate as required under PA 147 of 1992;

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

WHEREAS, the Neighborhood Enterprise Zone Certificate has been approved for fifteen (15) years;

NOW, THEREFORE, BE IT RESOLVED that the application for a Neighborhood Enterprise Zone Certificate for the new construction of a home by Green Rabbit Home Builders be approved.

Adopted this 25th day of March, 2025.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on March 25, 2025.

By: _____
Ann Meisch
City Clerk

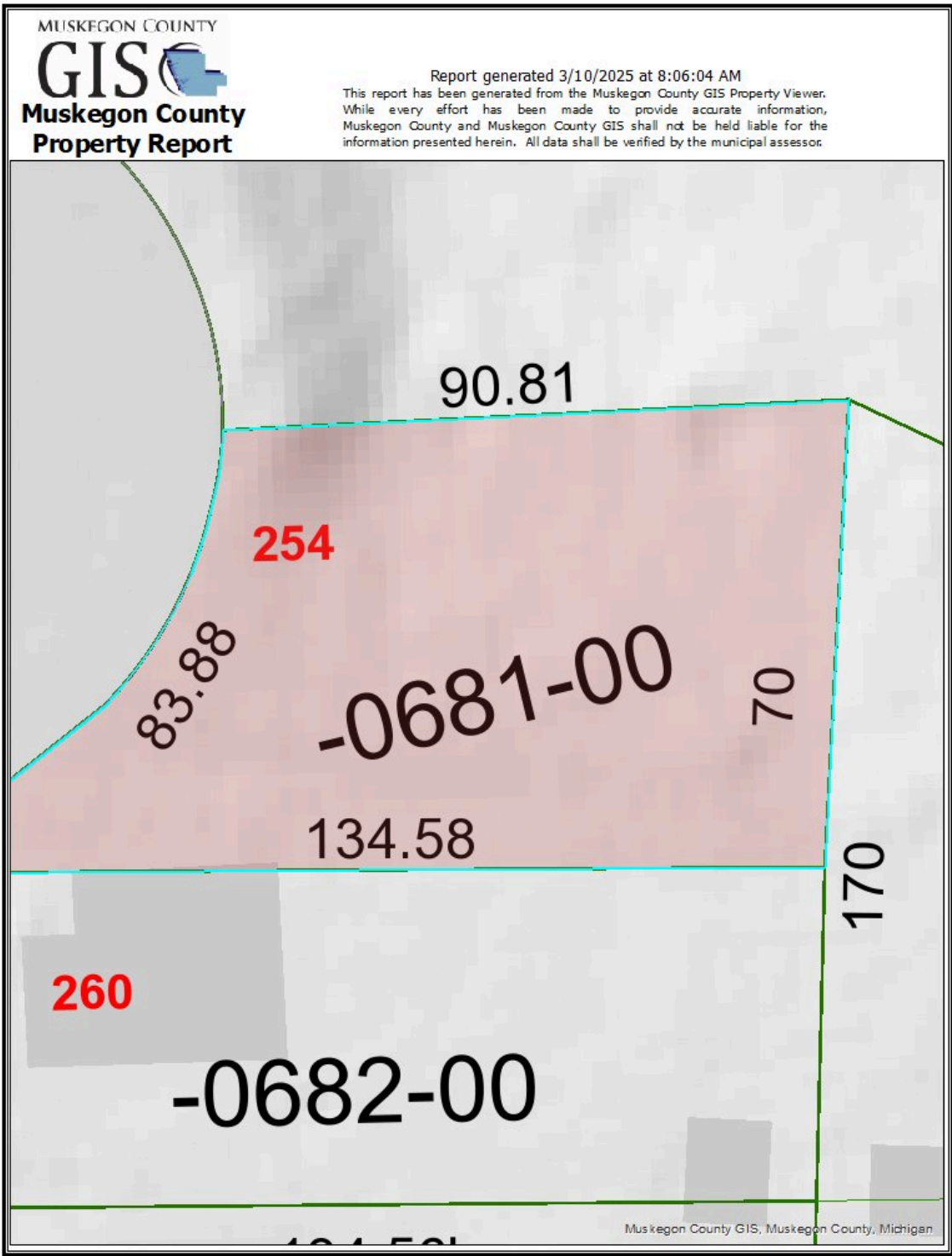


254 Meeking St. Property Report

Area of Interest (AOI) Information

Area : 6,667.53 ft²

Mar 10 2025 8:05:29 Eastern Daylight Time



Summary

Name	Count	Area(ft ²)	Length(ft)
Parcels	1	6,667.53	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-613-000-0681-00	24	0.15	0.21	254	No Data	254 MEEKING ST	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49442	CITY OF MUSKEGON	No Data	PO BOX 536	933 TERRACE ST	MUSKEGON	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49443	0.00	0.00	0.00	0	201	Commercial - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft ²)
1	MUSKEGON CITY SCHOOL DIST	R-1	CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 681	6,667.53

©2020 Muskegon County GIS Data reported herein is believed to be accurate and up to date, however Muskegon County and Muskegon County GIS make no warranty to the accuracy of the data. It is advised that before any decisions are made from this data, that the local assessor or building officials are contacted.

QUIT-CLAIM DEED

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

QUIT CLAIMS to EB2 Development Limited Liability Company d/b/a **Green Rabbit Home Builders**, of 1801 44th St SE, Grand Rapids, MI, 49058, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan, to wit:

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 4 LOT 681
Address: 254 MEEKING ST, MUSKEGON, MI 49442
Parcel #: 61-24-613-000-0681-00

for the sum of Five Thousand Two Hundred Fifty, and 0/100 Dollars (**\$5,250.00**)

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on the parcel on the premises herein conveyed within twenty-four (24) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the homes and driveways. "Complete construction" means: (1) issuance of a residential building permits by the City of Muskegon; and (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwellings described in the said building permits. In the event of reversion of titles of the above-described premises, improvements made thereon shall become the property of Grantor.

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

Dated this 5th day of March, 2025.

Signed in the presence of:

Linda Potter
Linda Potter
Irene Dempsey
Irene Dempsey

CITY OF MUSKEGON

By Ken Johnson
Ken Johnson, Its Mayor
and Ann Marie Meisch
Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Before me personally appeared in Muskegon County, Michigan, on March 10, 2025, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

PREPARED BY: Samantha Pulos
City of Muskegon Planning Dept.
933 Terrace St. Room 202
Muskegon, MI 49440 Telephone: 231-724-6702
WHEN RECORDED RETURN TO: Grantees

Linda S. Potter
Linda S. Potter, Notary Public
Acting in the County of Muskegon
Muskegon County, Michigan
My Comm. Expires: 9-25-2030
SEND SUBSEQUENT TAX BILLS TO: Grantee

Resolution No. 2024-90(A)

MUSKEGON CITY COMMISSION

RESOLUTION TO CREATE AND AMEND NEIGHBORHOOD ENTERPRIZE ZONE DISTRICTS WITHIN
THE CITY OF MUSKEGON

WHEREAS, the City of Muskegon currently has established Neighborhood Enterprise Zone districts within the City pursuant to Public Act 147 of the Michigan Public Acts of 1992, and;

WHEREAS, the City of Muskegon would like to amend existing Neighborhood Enterprise Zone districts to new locations within the City, and;

WHEREAS, the City of Muskegon would like to remove certain areas from the Neighborhood Enterprise Zone and;

WHEREAS, notices were sent to the local taxing jurisdictions on October 10, 2024, and;

WHEREAS, a public hearing was held regarding the creation of this new district on October 22, 2024 at a regular commission meeting of the City of Muskegon; and;

WHEREAS, the old district boundaries will include properties as shown in Exhibit A, and;

WHEREAS, the new and removed boundaries will include properties as shown in Exhibit B, and;

WHEREAS, the total square footage of Neighborhood Enterprise Zone districts in Muskegon will not exceed 15% of the total square footage of the City pursuant to the Act;

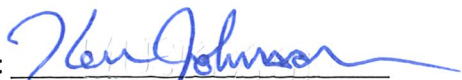
NOW, THEREFORE, BE IT RESOLVED that the new Neighborhood Enterprise Zone districts in the City of Muskegon have been approved.

Adopted this 22nd day of October, 2024.

Ayes: Gorman, Kochin, St.Clair, Johnson, Kilgo, Keener, and German

Nays: None

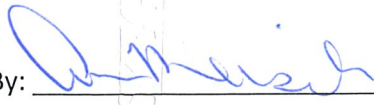
Absent: None

By: 
Ken Johnson, Mayor

Attest: 
Ann Meisch City Clerk

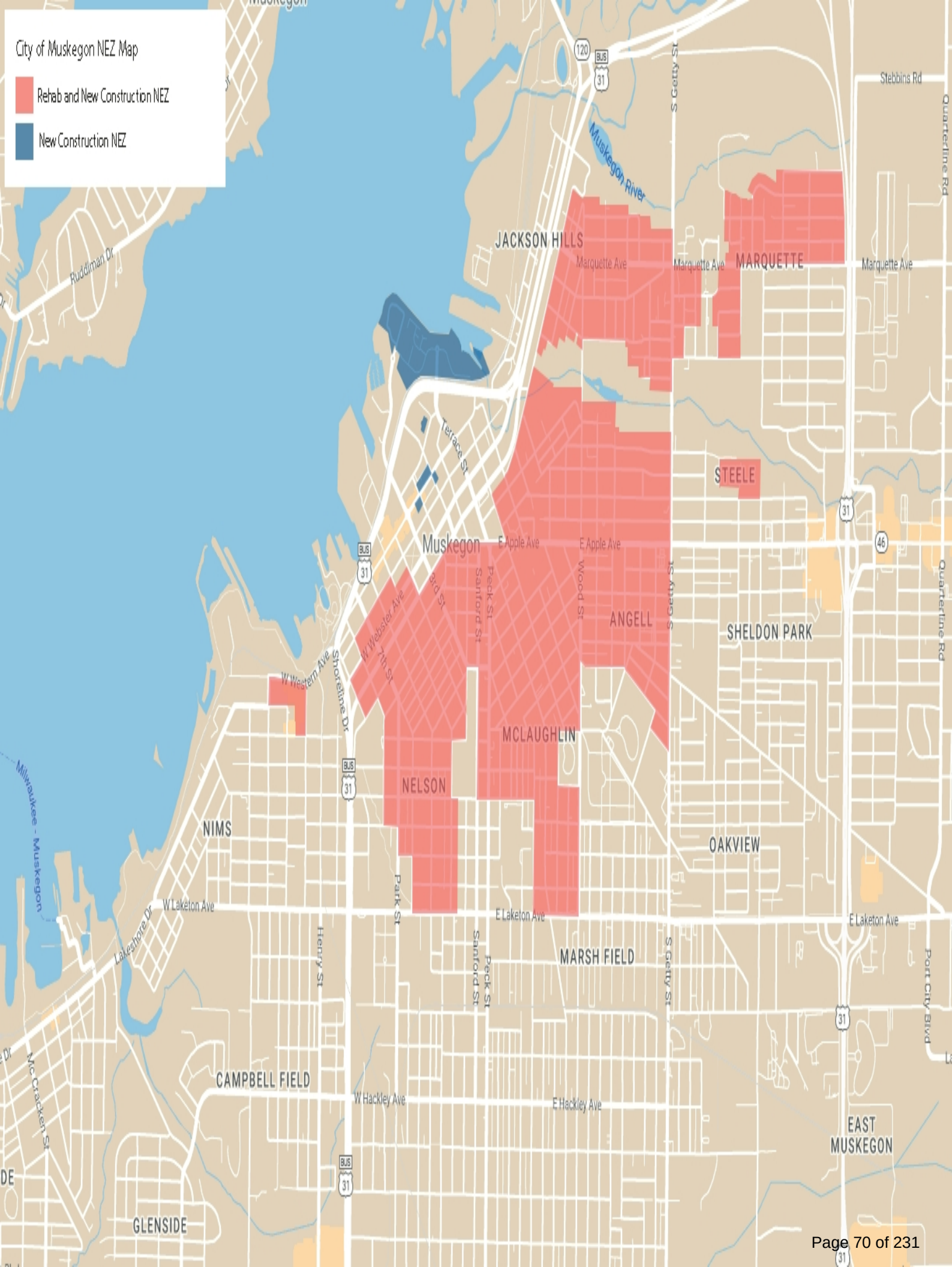
CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on October 22, 2024.

By: 
Ann Meisch City Clerk

City of Muskegon NEZ Map

- Rehab and New Construction NEZ
- New Construction NEZ





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Approval of Minutes															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: Approve minutes of the March 3, 2025, Special Commission Meeting, the March 10, 2025, Commission Worksession Meeting, and the March 11, 2025, City Commission Meeting.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																
Amount Requested:	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: Approval of the minutes.																
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

City of Muskegon Special Meeting
Focus Area Review
Muskegon City Hall 933 Terrace Street
Muskegon, MI 49440, Room 204
March 3, 2025 3:00 p.m.

Mayor Johnson called the meeting to order at 3:10 p.m.

Present: Mayor Johnson, Vice Mayor St.Clair (arrived at 3:12 p.m.), Commissioners Keener, Gorman (left at 5:26 p.m.), Kilgo (left at 5:35 p.m.), and Kochin (arrived at 3:18 p.m.)

Absent: Commissioner German

Staff Members present: Jake Eckholm, Dan VanderHeide, Tim Kozal, Jonathan Seyferth, Ken Grant, LeighAnn Mikesell, and Kimberly Young

Deputy City Manager, LeighAnn Mikesell, provided an update on progress that has been made on all four goals in the past year.

City Manager, Jonathan Seyferth, reviewed each Focus Area under each goal and Mayor Johnson facilitated discussion regarding each Focus Area. Some Focus Areas were removed from the list to vote for because significant progress has been or is being made in those areas.

The Mayor and Commissioners were given one each of blue and yellow sticker dots representing different point values (2 pts. for blue, 1 pt. for yellow). They were asked to place their dots next to the Key Focus Areas that they felt were the highest in priority. This exercise will help to inform staff as to which areas should receive more of their focus and attention. The goal of this exercise is to identify two or three Focus Areas to prioritize. Three Focus Areas were identified for prioritization.

The Goals and Key Focus Areas that were displayed are listed below. Key Focus Areas identified as highest priority include discussion items or suggestions as to what meeting these goals could include.

2027 GOAL 1: DESTINATION COMMUNITY & QUALITY OF LIFE

Create an environment that puts an emphasis on improving amenities and investing in the traits that positively affect residents' quality of life and attract visitors.

Prioritized Key Focus Areas

Improved access to waterways – 3 pts

- Articulate what preferred development looks like – develop sub area plans to use for marketing or develop guidelines for waterfront development, consider incorporating into our tax incentive scoring
- Consider all types of access: views, bike and pedestrian access
- Consider how we make current city owned waterfront accessible
- Consider how we communicate what waterfront property is actually public
- Make current water trail mapping shareable
- Use the MLWP management plan as a tool

Recognizable improvements to community safety – 3 pts

- Increase and stabilize the number of community officers
- Increase total number of officers
- Consider more foot and bike patrols
- Establish K9 unit
- Implement safe, improved crossing of Shoreline Drive
- Review special events annually for safety concerns
- Add more bike lanes
- Increase enforcement of sidewalk clearing or add routes the city cleans
- Improve efforts to reduce gun and youth violence
- Consider how we share information about who is perpetrating crime in the city and the reasons behind the crime (targeted or opportunity)

Other Key Focus Areas for Goal 1

Improved transportation connections throughout the community

Reduction of blighted commercial properties

Parks and Recreation Department and Services

Partnerships with organizations focused on reducing poverty

2027 GOAL 2: ECONOMIC DEVELOPMENT, HOUSING, AND BUSINESS

Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon.

Prioritized Key Focus Areas

Opportunities to retain youth within the city and attract young talent – 4 pts

- Increase outreach to youth to get their feedback
- Consider establishing a youth council or working with another agency to do so
- Consider youth Muskegon Star program
- Market how diverse our community is
- Consider how we engage with MCC and Baker
- Consider how we can connect high school students with jobs at the city
- Consider minimum job requirements and how we can reduce barriers (testing also)
- Consider how often and times of day we require candidates to report for testing or interviews – how can we reduce the burden for people who have to leave work for these appointments?
- Promote the Muskegon Promise

Other Key Focus Areas for Goal 2

Diverse housing types

Improved community vibrancy through infill development

Additional attainable housing units and increased rates of home ownership

Improved customer service and streamlined business development processes

Neighborhood commercial center development

Progress toward new and ongoing economic development projects

Increased population of people who live and work within the city limits

Wider variety of options for greater use of arena and convention center

2027 GOAL 3: COMMUNITY CONNECTION

Create an environment of mutual respect and trust between local government and the community we serve. Increase communication with residents, workers, business owners, and visitors to inform, educate, and create opportunities for input.

Key Focus Areas for Goal 3

Digestible, understandable, and accessible internal and community communications

Supported neighborhood associations and neighborhood association leaders

Strong ties among government and community agencies

Increased and diversified options for public participation and communications

More connected and cohesive community

Staff reflective of the diverse community

Increased accessible options for elections

Increased support for relationship building between public safety and neighbors

2027 GOAL 4: FINANCIAL INFRASTRUCTURE

Create an environment that naturally affects the city's revenues in a positive manner, with a focus on reclaiming city investments in housing, nurturing startup projects proposed throughout the city, and exploring staff recommendations related to new revenues.

Key Focus Areas for Goal 4

Maximized efficient use of existing infrastructure

Increase revenue

Reliable and efficient short and long term financial practices

Increased revenue from tourism

Educational options to communicate revenue sources and services provided

Sustainable funding for Parks and Recreation

Meeting adjourned at 5:46 p.m.

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

March 10, 2025 @ 5:30 PM

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

MINUTES

CALL TO ORDER

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair (arrived at 5:43 p.m.), Commissioners Willie German, Jr., Rachel Gorman, Katrina Kochin, and Jay Kilgo, City Manager Jonathan Seyferth, and City Clerk Ann Marie Meisch
Absent: Commissioner Destinee Keener

2025-19 NEW BUSINESS

A. Social Media Use Policy and Guidelines Community Engagement

Deborah Sweet, Community Engagement Manager, explained that the City of Muskegon does not currently have a social media policy. This is a new policy to outline use and guidelines for City employees and officials.

B. Act 425 Shared Jurisdiction Agreement with Fruitport Township Economic Development

Jake Eckholm, Development Services Director, explained that a portion of the former West Shore Correctional Facility site that we have been infilling as an addition to the Port City Industrial Park sits in Fruitport Township. We are proposing a legal agreement that is available for cities per Act 425 which will allow both parties to collect a portion of their millage rates, thereby making development of the site in the City's interest.

For several years we have focused on attracting businesses to the areas of the industrial park expansion that were already in our corporate limits. Now that we have programmed all of that property it is time to get the remaining 28 acres of the site under our jurisdictional control. The Act 425 Agreement is the most common avenue for two municipal bodies to work out a deal for shared taxes and jurisdictional authority without having to go through the expensive and often contentious annexation process.

The agreement sets the terms, which allows for Fruitport to collect 3.5 mills, and the City of Muskegon to collect the balance of our 12.85 mills less the Fruitport share. It also dictates that we split the burden of any tax abatement on the site, and allows the City to assess its local income tax. This item will be on the March 11, 2025, City Commission Meeting.

C. Beach Shuttle Service Recommendation Manager's Office

Jonathan Seyferth, City Manager, shared the recommendation for the proposed beach shuttle service.

Staff has investigated options for transit service to and among our beaches. Proposals were made by Muskegon Area Transit and Pioneer Resources. Details can be found in the packet.

The first is a beach circulator option where transit service will circulate among Harbour Towne, Margaret Drake Eliot, Pere Marquette, Beachwood, and Kruse Parks.

The second option is a downtown to beach connector providing connection from Downtown and Lakeside to Pere Marquette Park. Each end of the route is further serviced by transit through the beach circulator and regular MATS operations/routes.

Staff recommends contracting with MATS for the beach circulator and with Pioneer Resources for the downtown to beach connector. Costs for the service will be borne by beach parking revenue. Staff also recommends conducting surveys during the summer service to understand how it is received and what changes should be considered for the future.

During the buy one, get one beach pass sale, 2071 passes were sold, and 2061 were provided free of charge.

D. Western Market Operations Update Economic Development

Jocelyn Hines, Development Analyst, and Contessa Alexander, Development Analyst presented the update. As of 2025, the Economic Development Department has taken over operations of the Western Market.

The Economic Development Department has assumed responsibility for operating the Western Market Chalets. We extend our appreciation to the City Clerk's Office for their previous efforts in making the Market a success.

As of February 27, 2025, we have received applications from eight (8) returning

vendors and seven (7) new vendors. The Market will continue to serve as a business incubator space, and we are implementing new initiatives to support vendor success.

Key Updates & Initiatives:

- **Business Development Support:**
 - Partnering with Northern Initiatives to provide a business skills assessment for each vendor.
 - Engaging a consultant to facilitate three (3) business workshops to enhance vendor success.
- **2025 Market Season Schedule**
 - May 24 – August 30: Thursdays 11am-5pm, Fridays 11am-5pm, and Saturdays 10am-4pm
 - June 1, 8, 15, & 22: Sundays 11am-4pm
 - August 31 – September 30: Fridays 11am-5pm, and Saturdays 10am-4pm
 - October 1 – October 31: Saturdays 10am-4pm
- **Vendor Rental Fees for 2025:**
 - **90 sq. ft.** – \$1,450 (3+ years: \$1,750)
 - **120 sq. ft.** – \$1,925 (3+ years: \$2,325)
 - **150 sq. ft.** – \$2,350 (3+ years: \$2,825)

Fee Structure Updates:

In 2024, we introduced common area maintenance (CAM) fees to offset the increasing costs of maintaining public spaces, utilities, and restroom facilities. At the March 11, 2025 Commission meeting, we will request an update to the Western Market user fees to:

- Include CAM fees
- Eliminate air conditioning and additional electricity fees

This presentation serves as an informational update to keep the City Commission informed of the operational transition, vendor support initiatives, and proposed fee adjustments. No immediate action is required, but we welcome any questions or feedback from the Commission.

E. Definition of Family & Single Room Occupancy Planning

Mike Franzak, Planning Director, explained that the zoning ordinance defines a family as anyone related by blood or marriage plus two other unrelated people. This definition has remained largely unchanged for nearly 100 years

and has created many non-conforming situations, most of which go unnoticed. Staff would like to discuss amending this definition to align more with today's evolving living situations. This would also be a good time to discuss a Single-Room Occupancy ordinance, which allows multiple people to rent single rooms within a house and share amenities within the home.

F. SeeClickFix Community Engagement

Deborah Sweet, Community Engagement Manager, explained that staff has implemented SeeClickFix, a 311 tool by CivicPlus; and after months of data preparation, system integration, and staff training, we are now reviewing progress and planning a multi-year contract proposal between now and May.

What is SeeClickFix?

A 311 solution by CivicPlus® that enables residents to report issues, request services, share feedback, and engage with local government.

Helps local governments streamline workflows, increase transparency, and enhance accountability. Encourages collaboration between residents and government to maintain a clean, safe, and well-functioning community.

Background & Implementation Progress:

- CivicPlus is an existing vendor for the City, providing tools like agenda management for City Commission and Municode.
- The City Manager signed a one-year contract in June 2024 for just under \$25,000 to implement SeeClickFix.
- A cross-departmental team has worked to:
 - Compile and categorize service request data.
 - Identify request types and integrate GIS files.
 - Develop a marketing campaign and public engagement strategy.
 - Align the system with other workflow management tools.
 - Train managers and frontline staff.
 - Finalize a launch plan to ensure a smooth rollout.

Today's Purpose:

- Demonstrate the work completed so far.
- Showcase key features and functionality of SeeClickFix.
- Provide an updated launch timeline.

Next Steps:

- Staff will return with a formal proposal for a multi-year contract to continue using the tool later this month.

PUBLIC COMMENT

No public comments were made.

ADJOURNMENT

The Commission Worksession Meeting adjourned at 7:40 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

March 11, 2025 @ 5:30 PM

**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, March 11, 2025. Pastor Michael McGee from Spring Street Missionary Baptist Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Rachel Gorman, Katrina Kochin (arrived at 5:39 p.m.), Jay Kilgo, Destinee Keener (arrived at 5:40 p.m.), and Willie German, Jr., City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch

2025-20 PUBLIC HEARINGS

A. Recommendation of Annual Renewal of Liquor Licenses City Clerk

To adopt a resolution recommending the State withhold renewal of those liquor license establishments who are in violation of Section 50-146 and 50-147 of the Code of Ordinances for the City of Muskegon.

These establishments have been found to be in non-compliance with the City Code of Ordinances and renewal of their liquor licenses should not be recommended by the City Commission. If any of these establishments come into compliance by March 20, 2025, they will be removed from this resolution, and recommendation for their renewal will be forwarded to the Liquor Control Commission.

STAFF RECOMMENDATION: Adopt the resolution.

The public hearing opened to hear and consider any comments from the public. No comments were made.

Motion by Commissioner Kilgo, second by Commissioner Gorman, to adopt the resolution.

ROLL VOTE: Ayes: Kochin, St.Clair, Johnson, Kilgo, German, and Gorman

Nays: None

MOTION PASSES

B. Act 425 Shared Jurisdiction Agreement with Fruitport Township Economic Development

A portion of the former West Shore Correctional Facility site that we have been infilling as an addition to the Port City Industrial Park sits in Fruitport Township. We are proposing a legal agreement that is available for cities per Act 425 which will allow both parties to collect a portion of their millage rates, thereby making development of the site in the City's interest.

For several years we have focused on attracting businesses to the areas of the industrial park expansion that were already in our corporate limits. Now that we have programmed all of that property it is time to get the remaining 28 acres of the site under our jurisdictional control. The Act 425 Agreement is the most common avenue for two municipal bodies to work out a deal for shared taxes and jurisdictional authority without having to go through the expensive and often contentious annexation process.

The agreement sets the terms, which allows for Fruitport to collect 3.5 mills, and the City of Muskegon to collect the balance of our 12.85 mills less the Fruitport share. It also dictates that we split the burden of any tax abatement on the site, and allows the city to assess its local income tax.

STAFF RECOMMENDATION: Motion to Approve the Act 425 Agreement with Fruitport Township as presented and to authorize the Mayor and Clerk to sign. The public hearing opened to hear and consider any comments from the public. No comments were made.

Motion by Commissioner Keener, second by Commissioner Kochin, to approve the Act 425 Agreement with Fruitport Township as presented and to authorize the Mayor and Clerk to sign.

ROLL VOTE: Ayes: Johnson, Kilgo, Keener, German, Gorman, Kochin, and St.Clair

Nays: None

MOTION PASSES

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were made

2025-21 CONSENT AGENDA

A. Approval of Minutes City Clerk

Approve minutes of the February 25, 2025, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. CivicPlus 311 SeeClickFix Contract Public Works

City staff request approval of the CivicPlus SeeClickFix contract for continued use of the resident request and issue reporting system to improve city services and community engagement.

SeeClickFix is a platform designed to allow residents to report non-emergency issues (such as potholes, overgrown grass, and park maintenance) directly to the city for resolution. It provides a simple interface for residents to submit requests, track progress, and provide feedback, fostering improved city services and transparency.

Important Dates:

- One-year Contract Signed: June 24, 2024
- Contract Renewal: June 25, 2025
- 60-Day Notice Period Date: April 26, 2025
- Commission Worksession Presentation: March 10, 2025
- Requested Approval of Contract at City Commission Meeting: March 11, 2025

STAFF RECOMMENDATION: To authorize staff to enter into a multiyear contract with CivicPlus for SeeClickFix Request, Marketplace App Annual, and SeeClickFix Connector for Cartegraph OMS, subject to the renewal terms.

C. Fireworks Display Permit for Boys & Girls Club of the Muskegon Lakeshore City Clerk

Pyrotecnico Fireworks, Inc. is requesting approval of a fireworks display permit for Saturday, May 17, 2025, at Heritage Landing. The Fire Marshall will inspect the fireworks on the day of the event.

STAFF RECOMMENDATION: Approve the fireworks display permit for Pyrotecnico Fireworks, Inc., contingent upon inspection of the fireworks.

D. Metro Act permit extension, KEPS Technologies DPW- Engineering

Staff requests approval of the included five-year Metro Act permit extension requested by KEPS Technologies Inc, dba [ACD.net](https://www.acd.net).

KEPS Technologies, Inc dba [ACD.net](https://www.acd.net) currently holds a Metro Act permit with the City of Muskegon. That agreement expired on 2/10/2025. [ACD.net](https://www.acd.net) has requested a five-year extension, to the date of 2/10/2030.

STAFF RECOMMENDATION: I move to approve the five-year Metro Act permit extension requested by KEPS Technologies Inc, dba ACD.net and authorize the DPW Director to sign.

E. Amendment to the zoning ordinance - Cottage Court Developments - Second Read Planning

Staff-initiated request to amend Section 400 and Articles II and XX of the zoning ordinance to create regulations that allow for cottage court developments.

- A **cottage court development** is a type of housing design that typically consists of a cluster of small, single-story homes or cottages arranged around a shared central courtyard or green space. This design is often used to create a community-oriented environment, where the homes are in close proximity to each other, and the shared space fosters social interaction and a sense of belonging.
- Some key features of a cottage court development include:
 - **Central Courtyard:** The homes are typically arranged around a shared outdoor space, such as a garden, lawn, or courtyard, creating a more communal feel.
 - **Small-Scale Homes:** The individual units, often referred to as cottages, are generally smaller in size and designed to be more affordable or efficient.
 - **Pedestrian-Friendly:** These developments are often designed with pedestrians in mind, with pathways connecting the homes and the central shared space.
 - **Sense of Community:** Because of the proximity and shared spaces, cottage courts are intended to encourage neighborly interaction, fostering a tight-knit community.
- The type of density proposed in these types of developments is similar to the density allowed in the recent zoning reform amendments.
- The zoning amendments proposed would do the following:
 - Create a definition for Cottage Court Developments.
 - Create a section in the zoning ordinance under General Provisions that regulates Cottage Court Developments.
 - Allows Cottage Court Developments as a use by right (under certain conditions) in the following zoning districts: R, FBC-NE, FBC-UR, LFBC-LMR, and LFBC-LR.

The Planning Commission unanimously (7-0, 2 members absent) recommended approval of the ordinance amendments.

STAFF RECOMMENDATION: I move to approve the request to amend Section 400 and Articles II and XX of the zoning ordinance to create regulations that allow for cottage court developments as proposed.

F. Amendment to the zoning ordinance - Accessory Commercial Units - Second Read Planning

Staff-initiated request to amend Section 400 and Articles II and XX of the zoning ordinance to create regulations that allow for accessory commercial units.

- An "accessory commercial unit" (ACU) is a small commercial space, like a retail store or office, that is attached to or built on the same property as a residential dwelling, essentially acting as a secondary business space within a residential neighborhood, similar to how an accessory dwelling unit (ADU) is a secondary living space on a residential lot.
- ACUs are often seen as a way to bring local businesses closer to residents and increase neighborhood vibrancy without significantly altering the character of the area.
- The Future Land Use Map created during the Master Plan process, includes "community node" areas where higher densities and uses should be considered.
- The Master Plan recommends uses such as these in the following sections of the document:
 - [Housing & Neighborhoods](#): Goal 3: Create walkable community nodes within a short distance of all residents. Identify existing or potential community nodes in each city neighborhood to serve as a strong center(s) from which the neighborhood can orient itself and build upon. Update land use regulations to permit better integration of different land uses at identified community nodes.
 - [Economic Development](#): Goal 2: Create viable commercial corridors and community nodes. Simplify zoning regulations to permit flexibility in business types. The zoning amendments proposed would do the following:
 - Create a definition for Accessory Commercial Unit.
 - Create an Accessory Commercial Unit Overlay District. ACUs would only be allowed within these boundaries and under these guidelines.

The Planning Commission unanimously (7-0, 2 members absent) recommended approval of the ordinance amendment.

STAFF RECOMMENDATION: I move to approve the request to amend Section 400 and Articles II and XX of the zoning ordinance to create regulations that allow for accessory commercial units as presented.

H. 2025 Pavement Marking Program Public Works

Staff is requesting approval of a contract with Michigan Pavement Markings, LLC in the amount of \$33,300.

Muskegon County typically receives bids annually for pavement marking work

throughout the county and also for various individual communities within the county. DPW provided the county with approximate quantities for various items of work including all the "usual" line-type markings. In addition, the county also received bid prices for "special" such as turn arrows, crosswalks, stop bars, etc.

Based on the estimated quantities and prices received, DPW is anticipating an approximate annual amount of \$33,300 which is comparable to amounts in past years. This includes the prices directly provided by Michigan Pavement Markings, a 10% contingency since these items are difficult to quantify exactly, and \$3,000 in funds for the "special" markings as needed.

STAFF RECOMMENDATION: I move to authorize staff to enter into a three-year contract with Michigan Pavement Markings in a first-year amount of \$33,300.00 for pavement marking work within the City of Muskegon as directed by the Muskegon Department of Public Works.

I. Road Maintenance Materials, Aggregates, and Concrete Public Works

Staff requests authorization to purchase road maintenance materials, aggregates, and ready-mixed concrete from selected bidders.

Bids were solicited for road maintenance materials, aggregates, and ready-mixed concrete for purchase in 2025. Purchases will be made from the recommended bidders highlighted in yellow on the attached bid tabs. Purchases are contingent upon product availability, timely deliveries, and prices as quoted.

STAFF RECOMMENDATION: I move to approve purchases of road maintenance materials, aggregates, and ready-mixed concrete for 2025 from the selected bidders as shown within budgeted amounts.

L. Concur with CRC Recommendation to make Appointments to the Local Development Finance Authority City Clerk

To concur with Community Relations Committee recommendation to reappoint Matthew Cortez and appoint Catherine Emery to the Local Development Finance Authority as the Muskegon Public School District Representatives.

STAFF RECOMMENDATION: To appoint Matthew Cortez and Catherine Emery to the Local Development Finance Authority as the Muskegon Public School District Representatives.

Motion by Commissioner Keener, second by Commissioner German, to approve the Consent Agenda as presented minus items G, J, and K.

ROLL VOTE: Ayes: Kilgo, Keener, German, Gorman, Kochin, St.Clair, and Johnson
Nays: None

MOTION PASSES

2025-22 ITEMS REMOVED FROM THE CONSENT AGENDA

G. Western Market User Fees Updates Economic Development

The Economic Development Department is requesting an update to the Western Market User Fees.

The Economic Development Department is requesting an update to the Western Market User Fees. An initial presentation on these proposed updates was provided to the City Commission at the March 10, 2025, Worksession. In 2024, adjustments were made to better accommodate vendors and ensure the long-term sustainability of the Western Market. To further streamline operations and account for rising maintenance costs, we are proposing the following updates:

- Eliminating air conditioning and additional electricity fees
- Introducing common area maintenance (CAM) fees to help cover public space upkeep, utilities, and restroom facilities

Fee Schedule Comparison:

2024/2025 Previous User Fees:

- Extra Electricity: \$75
- Air Conditioning: \$300

2025 Proposed User Fees:

- ~~Extra Electricity: \$75~~
- ~~Air Conditioning: \$300~~
- Chalet Rental Fees:
 - 90 sq. ft. – \$1,450 (3+ years: \$1,750)
 - 120 sq. ft. – \$1,925 (3+ years: \$2,325)
 - 150 sq. ft. – \$2,350 (3+ years: \$2,825)
- Common Area Maintenance (CAM) Fees: \$52.94/month

The Economic Development Department seeks Commission approval to update the Western Market User Fees as outlined above.

STAFF RECOMMENDATION: I move to approve the changes in Western Market

User Fees by eliminating the air conditioning and extra electricity fees and adding the CAM fees.

Motion by Commissioner Kochin, second by Vice Mayor St.Clair, to approve the changes in Western Market User Fees by eliminating the air conditioning and extra electricity fees and adding the CAM fees.

**ROLL VOTE: Ayes: Keener, German, Gorman, Kochin, St.Clair, Johnson, and Kilgo
Nays: None**

MOTION PASSES

J. Campbell Field Park Playground Addition DPW- Parks

Staff requests approval of the Sinclair Recreation proposal for a GameTime playground installation at Campbell Field Park for \$110,000.

In January, the Parks & Recreation Department posted a bid document to solicit proposals for a Campbell Field Park playground addition. The additional playground amenity was deemed a big priority for this park through the master planning process. Residents wanted more activities for older kids, as the small play system currently at Campbell is only for ages 2-5.

We received several proposals at the target cost of \$110,000, and staff recommends selecting Sinclair Recreation's proposal for a GameTime system for \$110,000. Game Time playgrounds are robust and easy to repair, and Sinclair has proven themselves to be very easy to work with and professional. This was budgeted and planned through our master planning process and capital improvement plan, and this very playground is what was used to create the graphics shown in the Campbell Field Master Planning documents.

Sinclair Recreation - \$110,000

WeBuildFun - \$109,732

Midwest Recreation - \$105,838

Kinetic Recreation - \$109,516

Snider Recreation - \$109,856

Great Lakes Recreation - \$110,000

STAFF RECOMMENDATION: To authorize staff to contract with Sinclair Recreation in the amount of \$110,000 for a new playground and installation at Campbell Field Park.

Motion by Vice Mayor St.Clair, second by Commissioner Kochin, to authorize staff to contract with Sinclair Recreation in the amount of \$110,000 for a new playground and installation at Campbell Field Park.

ROLL VOTE: Ayes: German, Gorman, Kochin, St.Clair, Johnson, Kilgo, and Keener
Nays: None

MOTION PASSES

K. Consent for the transfer of deed restrictions on 1275 Dudley Economic Development

Lawrence Baker purchased the vacant lot at 1275 Dudley from the City of Muskegon in 2005, and has not built on it. He is requesting permission to sell it to a buyer who plans to build 2 homes on the lot, rather than the City of Muskegon reclaiming the lot through reverter clauses in the deed restrictions. The buyer has agreed to comply with our existing lot sale infill policy, including placing reverter clauses to the City in the new deed.

In 2005, Lawrence Baker purchased the vacant lot from the City of Muskegon for \$11,000 with the intention of building a custom home on the site. The buyer did not move forward, and the City never exercised its reverter on the lot. Mr. Baker has remained tax current, and now has a buyer in Joanna Gergely. Mrs. Gergely and her family vacation in West Michigan and are interested in building a home on the lot for themselves, and then splitting it and building another for sale home. Mrs. Gergely has agreed to include the same deed restrictions that our current lot sale policy dictates, and to have both homes built within the timeline laid out in the policy. This is an efficient option for staff and the attorney's office, avoiding the need to revert the lot and then resell it.

STAFF RECOMMENDATION: Motion to waive the City's reversionary interest in the deed for 1275 Dudley Ave., contingent on and simultaneous with the execution of a new deed by Mr. Baker that includes identical reversionary language to ensure the property will revert to the City if the conditions in the reversionary language are not satisfied.

Motion by Commissioner Kilgo, second by Commissioner German, to waive the City's reversionary interest in the deed for 1275 Dudley Ave., contingent on and simultaneous with the execution of a new deed by Mr. Baker that includes identical reversionary language to ensure the property will revert to the City if the conditions in the reversionary language are not satisfied.

ROLL VOTE: Ayes: Gorman, Kochin, St.Clair, Johnson, Keener, and German
Nays: Kilgo

MOTION PASSES

2025-23 NEW BUSINESS

A. Nelson House Purchase and Redevelopment Agreement Conditions of Sale Planning

Following direction from the City Commission at the January Worksession, staff has revised the conditions for the purchase and redevelopment of the Nelson House and is proposing to begin the process of listing the house with a realtor. Initial approval of the Purchase and Redevelopment Request for Bids was granted by the City Commission at their September 9th, 2024 meeting. No bids were received for the Nelson House at the close of the bid period in November 2024, and following further direction from the Commission, staff is proposing a number of changes to the conditions to broaden interest in the house. These changes include:

- Retaining the requirement for owner-occupancy in perpetuity but removing the restriction to single family occupancy to allow for a total unit count that complies with local zoning regulations (up to four units).
- Setting a reserve price of _____ based on the average of a series of Comparative Market Analysis for the house in its present condition.
- Waiving the City's water and sewer connection fees for the future buyer.
- Extending the project completion timeline from 12 months to 24 months.
- Extending the start date for exterior work from 90 days to 120 days after closing, and for interior work from 150 days to 180 days after closing.

Staff is also proposing to formally list the Nelson House with a realtor. To date, the house has only been made available for purchase directly from the City of Muskegon via last year's bid proposal process, and listing through a realtor is anticipated to increase the pool of potential buyers.

Lastly, staff will be gathering estimates for roof replacement, publishing a request for bids for the same, and returning at a later date to seek approval of a selected contractor to complete the work. This work will also involve addressing any identified structural deficiencies within the existing roof framing.

STAFF RECOMMENDATION: I move to approve the changes to the Nelson House Purchase and Redevelopment Conditions of Sale and authorize staff to begin the process of listing the house with a realtor.

Motion by Commissioner Keener, second by Commissioner Kilgo, to approve the changes to the Nelson House Purchase and Redevelopment Conditions of Sale and authorize staff to begin the process of listing the house with a realtor.

ROLL VOTE: Ayes: Kochin, St.Clair, Johnson, Kilgo, Keener, German, and Gorman

Nays: None

MOTION PASSES

ANY OTHER BUSINESS

Mayor Johnson stated that Saturday, March 15th, at 11:00 a.m., is the 12th Annual St. Patrick's Day Parade.

GENERAL PUBLIC COMMENT

Public comments received.

Motion by Commissioner Keener, second by Commissioner Kilgo, to suspend the rules of the Commission.

Motion and second withdrawn.

ADJOURNMENT

The City Commission meeting adjourned at 7:15 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC
City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Sale of 312 Jackson				
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning				
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lot at 312 Jackson to Sjaarda Homes and Properties LLC (Derek Sjaarda).					
Detailed Summary & Background: Sjaarda Homes and Properties LLC (Derek Sjaarda) would like to purchase the City-owned buildable lot at 312 Jackson for \$2,625 (75% of the True Cash Value of \$3,500) plus half of the closing costs, and the fee to register the deed. Sjaarda Homes and Properties LLC (Derek Sjaarda) will be constructing a single-family home on the property.					
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.					
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business					
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
Recommended Motion: Authorize staff to sell the City-owned vacant lot at 312 Jackson to Sjaarda Homes and Properties LLC (Derek Sjaarda).					
Approvals:	Guest(s) Invited / Presenting:				

Immediate Division Head	x		No
Information Technology			
Other Division Heads	x		
Communication			
Legal Review			

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **March 25, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and Sjaarda Homes and Properties LLC, Derek Sjaarda, 15131 Blueberry Ct, West Olive MI, 49460 (“Developer”), with reference to the following facts:

Background

A. Developer proposes to purchase and develop one (1) vacant property owned by City which is located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a “Parcel” and collectively “Project Property”).

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 Property. Developer intends to develop on the Project Property one (1) single-family home. (the “Project”).

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

1. **Sale and Purchase of Project Property.** 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 Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$2,625.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$400 deposit that the Developer has paid to the City of Muskegon.

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 Property, including single-family homes, duplexes, triplexes, and accessory dwelling units, 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, duplex, triplex, and accessory dwelling unit it constructs on the Project Property. If the Project includes an accessory dwelling unit, both the primary dwelling unit (single-family home, duplex, triplex) and the accessory dwelling unit must meet the design standards outlined below to be eligible for reimbursement.

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 312 Jackson, Developer would be reimbursed \$1,575.00, which is 60% of the \$2,625.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel. If Developer builds a duplex or small multiplex, Developer would be reimbursed 100% of the 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 home on each of the Project Property, the quit claim deed conveying the Project Property to Developer shall contain a right of reversion in all of the Project Property ("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 Property 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 the Parcel of the Project Property and beginning installation of the approved single-family home.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to any of the Project Property 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 the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property 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 the Project Property, 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 the Project Property, 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 the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the

Project Property, improvements made on such Project Property shall become the property of City. In no event shall the Project Property 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. **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 Property in the amount of the total purchase price for the Project Property 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 Property 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 Property (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.

6. **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 Property. 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."

7. **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.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property 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 Property 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 Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property 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.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property 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 Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property 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 Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property 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 Property 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 Property 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.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** 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 property, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **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.

13. **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.

14. **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 60 days from the City Commission's approval of the sale ("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 Property 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.

15. **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.

16. **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.: Samantha Pulos, Code Coordinator
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: Sjaarda Homes and Properties LLC
Derek Sjaarda
15131 Blueberry Ct
West Olive MI 49460
Email: dlsjaarda@gmail.com
Cell: 616-723-7130

17. **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:

DEVELOPER:

CITY OF MUSKEGON

Sjaarda Homes and Properties LLC

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

By: _____
Name: Derek Sjaarda
Dated: _____

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

**Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 9 BLK 141 EXC N 8 FT
SD LOT FOR ALLEY SBJT TO ESMNT RECOR'D L:89 P:531**

Address: 312 JACKSON AVE, MUSKEGON, MI 49442

Parcel #: 61- 24-205-141-0009-00

Price: \$2,625.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Sale of 441 E Isabella							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lot at 441 E Isabella to Caleb Schuyten.								
Detailed Summary & Background: Caleb Schuyten would like to purchase the City-owned buildable lot at 441 E Isabella for \$3,000 (75% of the True Cash Value of \$4,000) plus half of the closing costs, and the fee to register the deed. Caleb Schuyten will be constructing a duplex on the property.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">x</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">x</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Recommended Motion: Authorize staff to sell the City-owned vacant lot at 441 E Isabella to Caleb Schuyten.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information			Guest(s) Invited / Presenting: No	
Immediate Division Head	x							
Information								

Technology		
Other Division Heads	x	
Communication		
Legal Review	x	

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **March 25, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Caleb Schuyten**, of 6751 14 Mile Road, Rockford, MI, 49341, (“Developer”), with reference to the following facts:

Background

A. Developer proposes to purchase and develop one (1) vacant property owned by City which is located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit A** (each property individually, a “Parcel” and collectively “Project Property”).

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 Property. Developer intends to develop on the Project Property one (1) duplex. (the “Project”).

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

1. **Sale and Purchase of Project Property.** 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 Property, subject to reservations, restrictions, and easements of record.

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$3,000.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$400 deposit that the Developer has paid to the City of Muskegon.

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 Property, including single-family homes, duplexes, triplexes, and accessory dwelling units, 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, duplex, triplex, and accessory dwelling unit it constructs on the Project Property. If the Project includes an accessory dwelling unit, both the primary dwelling unit (single-family home, duplex, triplex) and the accessory dwelling unit must meet the design standards outlined below to be eligible for reimbursement.

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 441 E Isabella, Developer would be reimbursed \$1,800.00, which is 60% of the \$3,000.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel. If Developer builds a duplex or small multiplex, Developer would be reimbursed 100% of the 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 duplex on each of the Project Property, the quit claim deed conveying the Project Property to Developer shall contain a right of reversion in all of the Project Property ("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 Property 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 the Parcel of the Project Property and beginning installation of the approved duplex.

b. Developer does not complete construction of the Project Property prior to expiration of the Construction Period, in which case title to any of the Project Property 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 the Project Property. Provided, however, the parties agree to reasonably negotiate an extension of the Construction Period up to a period of six (6) months for the Project Property 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 the Project Property, 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 the Project Property, 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 the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the

Project Property, improvements made on such Project Property shall become the property of City. In no event shall the Project Property 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. **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 Property in the amount of the total purchase price for the Project Property 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 Property 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 Property (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.

6. **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 Property. 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."

7. **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.

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Property, and Buyer or its surveyor or other agents may enter any of the Project Property 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 Property 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 Property subject to said encroachment or variation.

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property 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.

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property 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 Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property 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 Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property 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 Property 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 Property 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.

11. **Developer's Representations and Warranties of Developer.** Developer represents, covenants, and warrants the following to be true:

a. **Authority.** 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 property, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **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.

13. **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.

14. **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 60 days from the City Commission's approval of the sale ("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 Property 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.

15. **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.

16. **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.: Samantha Pulos, Code Coordinator
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: Caleb Schuyten
6751 14 Mile Road
Rockford, MI
49341
Email: schuytenbuildingandroofing@gmail.com

17. **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:

DEVELOPER:

CITY OF MUSKEGON

CALEB SCHUYTEN

By: _____
Name: Ken Johnson
Title: Mayor
Dated: _____

By: _____
Name: Caleb Schuyten
Dated: _____

By: _____
Name: Ann Marie Meisch
Title: City Clerk
Dated: _____

Exhibit A

The following described premises located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 78

Address: 441 E ISABELLA AVE, MUSKEGON, MI 49442

Parcel #: 61-24-205-078-0003-00

Price: \$3,000.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Harbour Towne Marina Reciprocal License Agreement											
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office											
Brief Summary: Harbour Towne Marina replaced its on-site fuel tanks for its gas dock operations. Their lines cross a section of city-owned property behind the marina fence line. This license agreement allows Harbour Towne Marina to use that section of property, and the city receives a license to use property outside the fence line.												
Detailed Summary & Background: Early in 2025, Harbour Towne Marina approached the city when it discovered that the existing fence line erected in the 1980s did not follow the property line, specifically in the southeast section of their operations (see inset map for reference). The discrepancy was discovered when Harbour Towne Marine replaced its fuel tanks on its property. The new tanks are above-ground tanks that are up to current standards and have been permitted by EGLE (the old tanks were buried). The fuel lines from the new tanks to the fuel docks cross a section of city property. Harbor Towne Marina suggested that the city and Harbor Towne Marina enter into a licensing agreement (30-year term). The city would license the part of its property behind the fence to Harbor Towne Marina (about 3,000 square feet), and the marina would license a part of its property outside the fence line to the city (a section at the end of the cul-de-sac that's currently used by the public - about 3,500 square feet). The fence line would not move. This option is acceptable to legal counsel as it does not convey the property to either party (this is a charter park). Additionally, Harbor Towne Marina will list the city as an additional insured on its insurance policy related to the fuel tanks.												
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life - Improved access to waterways												
Amount Requested: n/a		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>				Yes		No		N/A	X	
Yes		No		N/A	X							
Fund(s) or Account(s):		Budget Amendment Needed:										

n/a	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No	X	N/A										
Yes		No	X	N/A												
Recommended Motion: To approve the Reciprocal License Agreement between Harbour Towne Marina and the City of Muskegon and authorize the clerk and mayor to sign.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td style="text-align: center;">X</td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads	X		Communication			Legal Review	X		Guest(s) Invited / Presenting: No
Immediate Division Head	X															
Information Technology																
Other Division Heads	X															
Communication																
Legal Review	X															

The orange line is the existing fence line, and the aqua-blue line is the property line.



RECIPROCAL LICENSE AGREEMENT

THIS RECIPROCAL LICENSE AGREEMENT ("License") is dated as of March __, 2025 by and between the City of Muskegon, a Michigan municipal corporation of 933 Terrace Street, Muskegon, Michigan 49440 ("City") and Harbor Towne Marina Association, a Michigan non-profit corporation of 3429 Fulton Ave Muskegon, MI 49441 ("Association").

RECITALS

A. City is the owner of certain real property located in the City of Muskegon, County of Muskegon, State of Michigan, as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel 1").

B. Association is the association of co-owners of Harbour Towne Marina Condominium, a condominium established by Master Deed recorded May 31, 1984 in Liber 1286. Pages 423-479, Muskegon County records and designated as Muskegon County Condominium Subdivision Plan No. 11, as amended, and it administers the real property located in the City of Muskegon County of Muskegon, State of Michigan, as described in Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel 2") on behalf of all co-owners of the condominium.

C. The parties, in exchange for the mutual licenses herein granted, desire to create reciprocal Licenses for ingress and egress, and related purposes, upon and across specific areas of Parcel 1 and Parcel 2 and provide for the maintenance of those areas.

LICENSE

1. City License. The City hereby grants and conveys a license to the Association over, under and across Parcel 1 for ingress and egress, and the installation, use, maintenance and replacement of two above ground petroleum storage tanks, fencing, and related underground pipes and electrical lines which service the Harbour Towne Marina gas dock.

2. Association License. The Association hereby grants and conveys a license to the City for ingress and egress over and across Parcel 2.

3. Barriers. No party shall unreasonably prevent, hinder or interfere in any way with the use of the licensed areas of the other, for other than for temporary periods of time for the repair, restoration, reconstruction of roadway surfaces or utilities.

4. Maintenance and Expenses. The parties covenant and agree to maintain their respective licensed areas in good, safe, and sanitary condition and repair, and to pay all expenses incurred in connection therewith.

5. Association Compliance with Law and Indemnification. The Association covenants and agrees to comply with all laws, rules, regulations and requirements of all public authorities with respect to its licensee area, and to indemnify, defend and hold the City harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to the Association's failure to maintain or operate Parcel 1 in the manner required by this Agreement. Without limiting the generality of the foregoing, the Association shall not bring to or store at Parcel 1 any Hazardous Substances in violation of applicable Environmental Laws. Association shall indemnify, defend, protect, and hold City free and harmless from and against any and all claims, liabilities, losses, damages, actions or causes of actions, costs and expenses (including reasonable attorneys' fees) to the extent arising from or in connection with any Hazardous Substances brought to or stored at the Premises by Association, its employees, agents, or contractors. The term "**Hazardous Substances**" as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances (specifically including asbestos and lead-based paint), the removal of which is required or the use or storage of which is restricted, prohibited, regulated or penalized by any Environmental Law. As used herein, the term "**Environmental Law**" means any current or future Law pertaining to: (a) the protection of health, safety and the indoor or outdoor environment; (b) the conservation, management, or use of natural resources or wildlife; (c) the protection or use of surface water and groundwater; (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to any Hazardous Substance; or (e) pollution (including any release to air, land, surface water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., Occupational Safety and Health Act of 1970, as amended 29 U.S.C. 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300(f) et seq., any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder. Association shall promptly deliver to City copies of all notices received by Association from any Governmental Authority concerning Hazardous Substances or a violation of an Environmental Law involving Parcel 1. The Association shall procure and maintain general liability and property damage insurance affording coverage for all insurable obligations undertaken by the Association under this paragraph. Each policy of general liability insurance maintained as herein required shall be primary and non-contributory. Said policy shall provide coverage of at least One Million Dollars (\$1,000,000.00)

per occurrence. Each policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the City and shall be issued by financially sound and reputable insurance companies authorized to do business in the State of Michigan. Certificates evidencing the existence of such insurance, including the 30-day notice of cancellation set forth above, naming the City as an additional insured on the other party's policy shall be provided by the Association to the City from time to time upon request.

6. Term. The term of this Reciprocal License Agreement will begin on March 15, 2025, and shall continue until March 31, 2055, unless extended as provided herein. Thereafter, this agreement shall continue to renew on a year to year basis, unless terminated by at least one hundred eighty (180) days advance written notice of the intention to terminate given by either Tenant or Landlord. All rights which accrue to either party during the term of this license shall survive the termination of the license.

7. Enforcement; Attorneys Fees. The parties hereto are entitled to all remedies authorized by law to enforce the provisions of this Agreement, including, but not limited to, specific performance. In the event that a party brings an action to enforce its rights hereunder, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney's fees in addition to any damages to which it is due by reason of such action from the party from which enforcement is sought.

8. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by regular, registered or certified mail, postage prepaid, or by hand delivery, addressed or delivered as follows:

If to the City:

City of Muskegon
933 Terrace St.
Muskegon, MI 49440
Attn: City Manager

If to Association:

Harbour Towne Marina Association
3429 Fulton Ave
Muskegon, MI 49441

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices or other communications may be sent.

9. Limitation of Rights. This Agreement is for the sole and exclusive benefit of the Parties hereto and nothing expressed in or to be implied from this Agreement is intended to give any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. The public may use the areas licensed to the City if allowed by the

City. The employees and agents of the Association may use the areas licensed to the Association.

10. Exemption. This conveyance is exempt from the provisions of the County Transfer Tax in accordance with MCLA 207.505(a). This conveyance is exempt from the provisions of the State Transfer Tax in accordance with MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned have executed this License as of the dates set forth below in their respective acknowledgements.

[SIGNATURE PAGES FOLLOW]

CITY OF MUSKEGON:

CITY OF MUSKEGON

By: _____
Ken Johnson, Mayor

And By: _____
Anne Marie Meisch, Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Ken Johnson, Mayor, and Anne Marie Meisch, Clerk, of the City of Muskegon, a Michigan municipality, on behalf of the municipality.

_____, Notary Public
_____ County, Michigan
Acting in Muskegon County, Michigan
My Commission Expires: _____

ASSOCIATION:

HARBOUR TOWNE MARINA ASSOCIATION,
a Michigan non-profit corporation

By: _____
Dale Parlin
Its: President

And By: _____
Larry Crossman
Its: Secretary

STATE OF MICHIGAN)
) SS
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Dale Parlin, President, and Larry Crossman, Secretary, of Harbour Towne Marina Association, a Michigan non-profit corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
Acting in Muskegon County, Michigan
My Commission Expires: _____

Prepared by:

David W. Charron
Charron Law
5500 Northland Drive, NE
Suite H
Grand Rapids, MI 49525

Exhibit A

Description of Parcel 1

DESCRIPTION FOR THE CITY OF MUSKEGON
OF
HARBOUR TOWNE BEACH ON MUSKEGON LAKE
May 8, 2000 No. 006024.1

That part of Block 742 of the Revised Plat of 1903 of the City of Muskegon, Muskegon, County, Michigan, described as follows: Commencing at the most Northeasterly corner of Harbor Towne Marina Condominium as recorded in Liber 1286, Pages 423-479 for POINT OF BEGINNING; thence North 01°52'29" East along the East line of said Harbour Towne Marina Condominium extended 10.72 Feet to the Westerly Right-of-Way line of Fulton Street; thence South 33°33'20" East along said Westerly Right-of-Way line 68.18 Feet; thence along a Curve to the left Southerly, Easterly and Northerly around a Turnaround having a radius of 65.50 Feet and an arc distance of 308.16 Feet and whose Central Angle is 269°33'41" and Long Chord bears South 78°46'27" East 92.98 Feet; thence South 33°33'20" East 56.34 Feet; thence South 18°00'00" West 259.94 Feet; thence South 72°00'00" East 66.00 Feet; thence South 18°00'00" West 66.00 Feet; thence North 72°00'00" West 66.00 Feet; thence South 18°00'00" West 50.17 Feet to Harbour Towne Marina Condominium line; thence North 89°37'27" East along Harbour Towne Marina Condominium line 317.30 Feet; thence North 42°55'40" East along Harbour Towne Marina Condominium line 150 Feet more or less to the shore of Muskegon Lake to a Point hereinafter referred to as "Point A"; thence RECOMMENCE AT THE ABOVE DESCRIBED POINT OF BEGINNING; thence North 88°07'31" West along the North line of said Harbour Towne Marina Condominium extended 757.98 Feet; thence North 29°37'10" West 45.57 Feet to the Southeasterly line of Fulton Street; thence North 55°18'50" East along said Southeasterly line 104.49 Feet; thence North 43°51'33" East along said Southeasterly line 88.79 Feet; thence South 27°14'03" East (Deeded as South 26°36' East) 63.44 Feet; thence North 62°44'24" East 210.56 Feet; thence North 81°51'39" East (Deeded as North 82°18' East) 369.76 Feet; thence North 21°49'39" East 100 Feet more or less to the shore of Muskegon Lake; thence Southeasterly along the shore of Muskegon Lake 840 Feet mor or less to the above mentioned "Point A".
Containing 6.872 Acres

Exhibit B

Description of Parcel 2

The fee areas which are dedicated to the Condominium Project established hereby are legally described below:

Beginning at the Northwest corner of Plat of Edgewater Subdivision, City of Muskegon, Muskegon County, Michigan, recorded in Liber 3, Page 82 of Plats, MCR, also known as the Northeast corner of Block 740 of the Revised Plat of the City of Muskegon.

Thence South 89 degrees 37 minutes 27 seconds West, parallel with North line of said Plat of Edgewater, 105.00 feet;

Thence South 01 degree 52 minutes 29 seconds West, parallel with the West line of said Plat of Edgewater (also being the East line of Block 740, revised Plat of the City of Muskegon, 130.00 feet;

Thence North 88 degrees 07 minutes 31 seconds West, 574.00 feet;

Thence North 57 degrees 52 minutes 07 seconds West, 191.39 feet;

Thence South 89 degrees 37 minutes 21 seconds West, parallel with North line of said Plat of Edgewater, 210.00 feet;

Thence North 00 degrees 22 minutes 33 seconds West 215.00 feet;

Thence North 30 degrees 04 minutes 06 seconds West, along extended East line of said Block 747, 55.00 feet;

Thence North 53 degrees 52 minutes 59 seconds East, along the extended South line of Block 746, Revised Plat of the City of Muskegon, 97.15 feet, to the Southwest corner of Lot 1 said Block 746;

Thence North 29 degrees 46 minutes 05 seconds West, along West line of said Lot 1, Block 746, 126.46 feet, to the Northwest corner of said Lot 1 Block 746;

Thence North 60 degrees 22 minutes 50 seconds East along the Northline of said Block 746, 241.42 feet to the Northeast corner of said Block 746;

Thence South 30 degrees 04 minutes 54 seconds East, along East line of said Block 746, 0.50 feet;

Thence North 60 degrees 22 minutes 50 seconds East, parallel with the North line of Block 746, 158.86 feet, the following calls lying within Block 742 and 743 of the Revised Plat of the City of Muskegon.

Thence South 01 degree 52 minutes 29 seconds West, parallel with the West line of Plat of Edgewater, 162.88 feet;

Thence South 88 degrees 07 minutes 31 seconds East, 280.00 feet;

Thence North 01 degree 52 minutes 29 seconds East, parallel with the West line of Plat of Edgewater, 60.00 feet;

Thence South 88 degrees 07 minutes 31 seconds East 42.00 feet;

Thence North 01 degree 52 minutes.29 seconds East parallel with the West line of Plat of Edgewater, 158.50 feet;

Thence South 88 degrees 07 minutes 31 seconds East, 614.00 feet;

Thence South 01 degree 52 minutes 29 seconds West, parallel with the West line of Plat of Edgewater Subdivision, 469.50 feet;

Thence North 89 degrees 37 minutes 27 seconds East, parallel with the North line of Plat of Edgewater Subdivision 317. 30 feet;

Thence North 42 degrees 55 minutes 40 seconds East 72.44 feet to Point "A";

Thence North 42 degrees 55 minutes 40 seconds East 80.00 feet, more or less, to the shoreline of Muskegon Lake;

Recommencing at Point "A", thence South 47 degrees 04 minutes 20 seconds East on a meanderline along shore of Muskegon Lake 140.00 feet to Point "B";

Thence North 42 degrees 55 minutes 40 seconds East 60 feet, more or less, to shoreline of Muskegon Lake;

Recommencing at Point "B", thence South 42 degrees 55 minutes 40 seconds West 174.10 feet;

Thence South 89 degrees 37 minutes 27 seconds West, along North line of said Plat of Edgewater Subdivision, also being the South line of Block 742, Revised Plat of the City of Muskegon, 552.46 feet, to the Point of Beginning.

Said parcel contains 20.12 acres and is subject to Riparian Rights. Bearings based from Transverse Mercator Projection Central Zone.

Said description being part of Block 742, Block 743, Block 740, Revised Plat of the City of Muskegon, and also including Lot 1, Block 746, Revised Plat of City of Muskegon.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Pere Marquette Restroom Building - Consumers Energy Easement							
Submitted by: Todd Myers, Deputy Director of Public Works	Department: Public Works							
Brief Summary: Staff requests authorization to sign the attached easement document providing Consumers Energy an easement to extend power facilities to serve the new restroom building at Pere Marquette Beach.								
Detailed Summary & Background: Consumers Energy needs to extend their power from the existing power pole located at the intersection of Beach St. & Wilcox Ave. to the restroom building being constructed just north of the Kite Shop. They will use horizontal directional drilling (HDD) technology to install a conduit from the pole to the building, and run the power cable(s) underground. The cost for Consumers to complete the work is \$34,583.30 which is available in the project budget, and the easement language is in the standard Consumers Energy format.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Enhanced Parks and Recreation Department and Services & Public restrooms that remain open Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services								
Amount Requested: \$34,583.30	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N.A.	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">X</td> <td style="width: 15%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: Move to authorize staff to sign the attached easement document providing Consumers Energy an easement to extend power facilities to serve the new restroom building at Pere Marquette Beach.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 30%;"></td> </tr> </table>	Immediate Division Head	X		Guest(s) Invited / Presenting: No				
Immediate Division Head	X							

Information Technology			
Other Division Heads			
Communication			
Legal Review			

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1072222783
Design# 11699261
Agreement# MI00000081990

CITY OF MUSKEGON, a Michigan municipal corporation, whose address is 933 Terrace Street, Muskegon, Michigan 49443 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Muskegon, County of Muskegon, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the South and East edges of Owner's Land, in which event the Easement Area shall include a 12.00-foot-wide strip of land, being 6.00 feet on each side of each such lateral line.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: CITY OF MUSKEGON, a Michigan municipal corporation,

Signature

By: _____
Print Name

Its: _____
Print Title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,
on _____ by _____ of _____
Date

City of Muskegon, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Brian Moore
Consumers Energy Company
700 East Sternberg Road
Muskegon, Michigan 49441
ROW Manager: Brandon McDowell

Prepared By:

Mara Armstrong 11/21/24, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Muskegon, County of Muskegon, State of Michigan:

A parcel of land in the Northeast 1/4 of Section 33, Township 10 North, Range 17 West described as: City of Muskegon revised Plat of 1903 that part of Block 731 lying Westerly of Water Works Road and Westerly of Lake Michigan Park, Subdivision No. 1 as Platted, also that part of Ash Street vacant lot Southerly of Lakeshore Drive and Westerly of Water Works Road subject to electric easement Liber 4328, Page 989, Muskegon County Records.

Also known as: 1900 Beach Street, Muskegon, Michigan 49441

Parcel ID: 24-205-731-0001-00

And

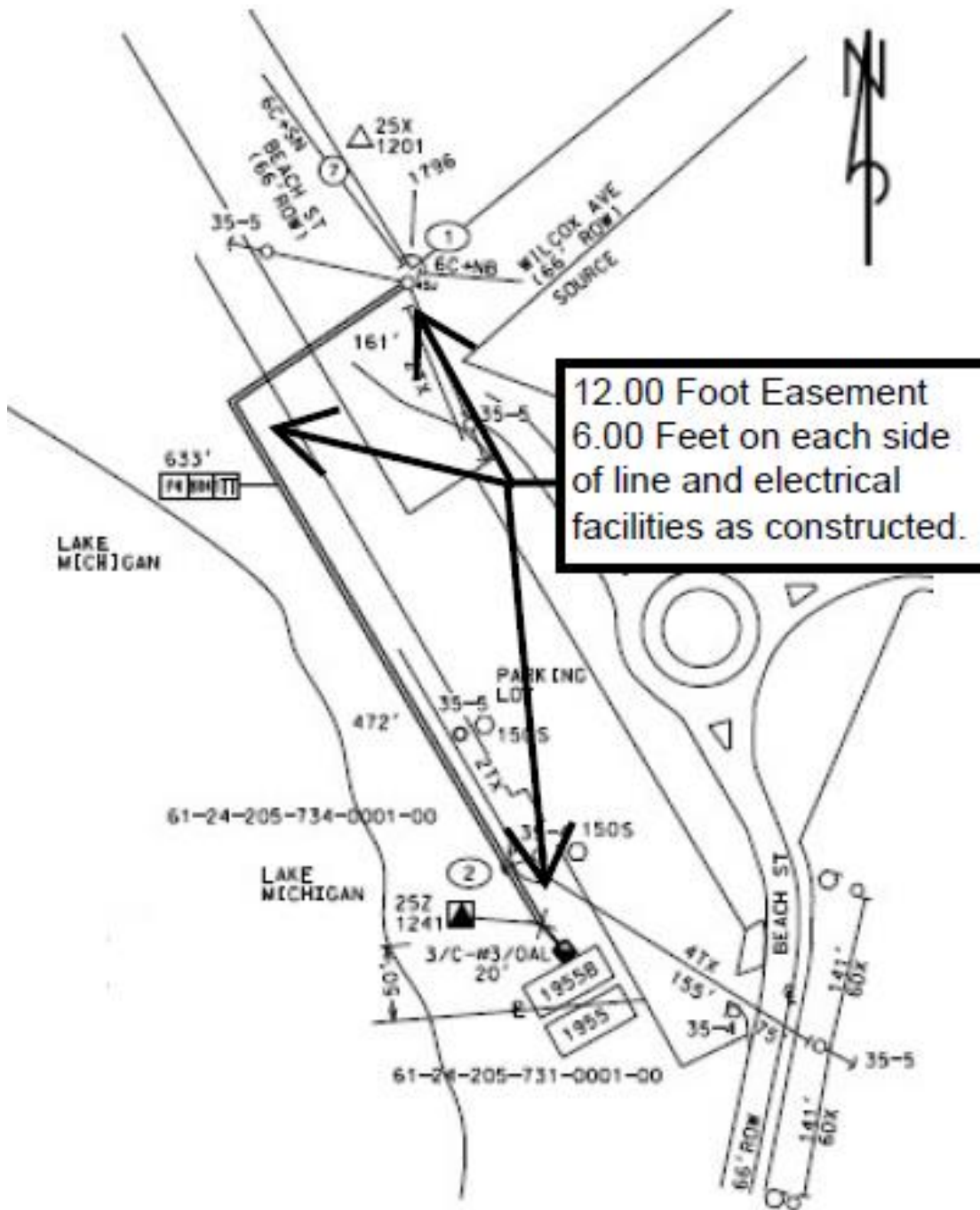
A parcel of land in the Northeast 1/4 of the Northwest 1/4 of Section 33, the Southeast 1/4 of the Southwest 1/4 of Section 28, the Southeast 1/4 of Section 29, Township 10 North, Range 17 West, described as the City of Muskegon revised Plat of 1903, entire Block 734, entire Block 738 and entire Block 739 except the Northerly 408.83 feet of the Westerly 500.00 feet of Block 739 (exception is for US Coast Guard Station) also except that part of Block 739 described as project the North line of Indiana Avenue, Southwesterly to Westerly line Westerly Beach Street oval to a point 50 feet North of the Northeasterly projected North line of existing Pavilion building; thence Southwesterly and at a right angle to the Westerly line of the Westerly beach Street oval 105.00 feet and 50.00 feet Westerly of projected West line of existing pavilion building; thence Southeasterly and parallel to Westerly line of Westerly Beach Street oval 180.00 feet; thence Northeasterly 105.00 feet to the Point of Beginning being a rectangular parcel 105.00 feet by 180 feet (Second exception is Location of restaurant parcel on Pere Marquette Park) subject to water system easements, Liber 4264, Page 395, Muskegon County Records.

Also known as: 1651 Beach Street, Muskegon, Michigan 49441

Parcel ID: 24-205-734-0001-00

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the facilities of the line constructed on Owner's Land, the facilities to be located approximately as shown in the attached drawing.





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Social Media Use Policy and Guidelines							
Submitted by: Deborah Sweet, Community Engagement Manager	Department: Community Engagement							
Brief Summary: Staff recommends the approval of the attached Social Media Use Policy and Guidelines.								
Detailed Summary & Background: To address the evolving landscape of online communication and ensure responsible, effective, and consistent use of social media by the City of Muskegon, a comprehensive Social Media Use Policy and Guidelines has been developed. This Policy establishes protocols for social media use by City officials and employees, ensuring communications are properly authorized, formatted, and legally compliant, particularly considering rulings such as Lindke v. Freed, 601 U.S. 187 (2024).								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Enhanced internal and community communication & More integrated community Goal/Action Item: 2027 Goal 3: Community Connection								
Amount Requested: \$0	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>x</td> <td></td> </tr> </table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Recommended Motion: motion to approve the Social Media Use Policy and Guidelines as presented, authorizing its immediate implementation.								
Approvals:	Guest(s) Invited / Presenting:							

Immediate Division Head	x		No
Information Technology	x		
Other Division Heads	x		
Communication	x		
Legal Review	x		



SOCIAL MEDIA USE POLICY AND GUIDELINES

DATE: 03/10/2025



PURPOSE/OVERVIEW

This document defines the social networking and social media policy for the City of Muskegon, the “City.” To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, municipalities may consider using social media tools to reach a broader audience.

The purpose of this Social Media Use Policy and Guidelines (the “Policy”) is to establish protocols for the use of social media by City of Muskegon officials and employees. The objective is to ensure that communications made on behalf of the City are properly authorized, appropriately formatted, and comply with legal standards, particularly in light of legal rulings such as *Lindke v. Freed*, 601 U.S. 187 (2024).

SCOPE

This Policy applies to all social media use by or on behalf of the City of Muskegon, including but not limited to staff, public officials, committees, and departments. The Muskegon Police Department employees shall default to their approved policies regarding social media.

Official Social Media accounts (as defined below) that are created and/or maintained by individuals, committees, or departments of the City require prior approval from the City Manager and/or their designee and shall comply with this Policy.

Official City Business includes any activities related to policy development, delivery of public services, community engagement, compliance and enforcement of laws and regulations, and administrative tasks.

PERSONAL VS. PROFESSIONAL GUIDELINES

PERSONAL USE

All City employees may have personal social media sites. These sites shall remain personal in nature and be used to share personal opinions or non-work-related information. Following this principle helps ensure a distinction between sharing personal and City views. City employees shall not use their City e-mail account or password in conjunction with a personal social media site.

The following guidance is for City employees who decide to have a personal social media account and who decide to comment on or share posts about official City business:

1. Use a disclaimer such as: “This is the personal page of [official/employee]” or “the views expressed are strictly my own and do not reflect or represent the views of my employer.”
2. Employees shall not use or disclose any information, photographs, video, or other recording obtained or accessible as a result of employment or appointment with the City without the express authorization of the City Manager and/or their authorized designee.
3. Employees may share or repost official City information, such as updates on leaf pickup, City events, public meetings, emergency notices, and other relevant announcements, to help keep the community informed.
4. If a personal social media page is used for any official City related discussion, the entire personal social media page, regardless of any personal views, is subject to the oversight and enforcement outlined in this Policy including local, state, and federal laws, and may be subject to Michigan’s Freedom of Information Act (FOIA).

PROFESSIONAL USE

All official City-related communication through social media shall remain professional in nature and should always be conducted in accordance with this Policy and the City’s Community Engagement Handbook. Official City social media pages shall not be used for political purposes, to conduct private transactions, or to engage in private business activities. Inappropriate use of official City social media can be grounds for disciplinary action. Only individuals authorized by the City may publish content to a City website or City social media account.

Official City Individual Professional Page: A social media account managed by an individual in a City leadership role (e.g., City Manager, Public Works Director), specifically for official communication related to their position and responsibilities within the City. The professional page represents the individual’s role in a formal, City-affiliated capacity, and is distinct from their personal page. Content shared on this page should be professional in nature, non-partisan, adhere to public records and confidentiality regulations, and reflect City priorities and policies.

Eligible Individual Professional Pages Include:

- Mayor
- City Manager
- Division Heads (Public Works, Public Safety, Finance & Administration, and Development Services)
 - Division Heads are only authorized to speak on behalf of City functions that pertain to their division.

Official City-Controlled Page: An official social media account owned and managed by the City, representing the City as a whole, its departments, or specific initiatives. City-controlled pages are used to provide public information, promote community events, and communicate City services. All content must maintain neutrality, and comply with legal standards for public communication, including accessibility, records retention, and privacy policies.

REGISTERED PAGES

All official City social media sites including Official City Individual Professional Pages shall be listed on one page on the City's website. The link to that webpage is: <https://muskegon-mi.gov/social-media-accounts/>

The Official City Individual Professional pages listed on this website or their authorized designee may utilize social media on behalf of the City.

REGISTERING A NEW PAGE

All official City social media sites shall be (1) approved by the City Manager and/or designee, (2) published using approved social networking platforms and tools, and (3) be administered by the approved staff member(s).

The City Manager and/or their designee, and the IT department, will be granted administrative access to all City social media pages, including Official City Individual Professional pages.

DEREGISTERING AN EXISTING PAGE

If a social media page is no longer of use, (1) notify the City Manager and/or designee. (2) Ensure records have been archived according to City guidelines. (3) Set a timeline for deactivating the account. (4) Develop a farewell message to post on the account that includes when the account will be closed and where followers can go for information in the future. (5) Consult with the Community Engagement Manager to determine whether to protect the account name by keeping it active to prevent use of the City's name for improper purposes. If a decision is made to protect the account name, take all necessary action to do so. (6) Unpublish or delete the page. (7) Update the list of official social media accounts listed online on <https://muskegon-mi.gov/social-media-accounts/>.

Considerations for Deregistering:

- Considerations for deciding whether to deregister a City social media account may include, but are not limited to:
- Merging an account into another City social media account.
- It is no longer needed to accomplish a department's goals.
- It does not align with the City's mission, vision, or values.
- It does not comply with these procedures.
- It is not currently being used or is being underutilized with no original posts for at least 60 days.
- It is not being monitored.

OVERSIGHT AND ENFORCEMENT

Employees and elected officials representing the City through social media outlets or participating in social media features on City websites shall maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in City social media sites or other social media features.

Information shall be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms. Official social media sites shall be clear and precise and follow industry best practices for posting updates. All content posted to City social media should be:

1. Relevant – Information that engages residents and pertains to their daily lives
2. Timely – Pertains to deadlines, upcoming events, or current news
3. Actionable – Prompts residents to take action
4. Informative – Posts should encourage residents to visit a specific City webpage for additional details, resources, or updates related to the content shared.

Content and messages City employees and elected officials post on social media websites are public and must be cited as official statements on behalf of the City. Social media shall not be used to circumvent other City communication policies, including news media policy requirements. City employees or elected officials shall not publish information on any social media sites that include:

1. Confidential information
2. Copyright violations
3. Profanity, racist, sexist, or derogatory content or comments
4. Partisan political views
5. Commercial endorsements or SPAM

Time of Use: City social media accounts are not monitored 24/7, and as such, posts and responses should not be immediately expected. Accounts are traditionally monitored during normal business hours, designated as Monday-Thursday from 7:30 a.m. to 5:30 p.m., excluding holidays.

COMMENT AND PRIVATE MESSAGE GUIDELINES

Official Social Media pages shall decide and be consistent with their commenting and private message guidelines. Whether comments or private messages are allowed or not, the pages shall remain consistent.

If comments are turned off on one post, they shall always be turned off on all posts when possible. Acknowledging that the “comment off function” is manual, and happens after the post is made, there is potential for a comment or two to be posted before the comment function is turned off. If that happens and a few comments are made, continue to turn the comments off and comment as the page to notify of the comment guidelines outlined in this policy. If the comment function is accidentally not turned off and many comments are made, leave the commenting feature on for that post.

Pages that allow comments may reply to comments or questions as long as it’s following archiving rules and this policy. It’s encouraged that comments link back to information on an official City website. Refer to the “Moderation of Third-Party Content” section for commenting removal guidelines.

SOCIAL MEDIA ACCOUNT AUDITS

Annual audits of account activity and the effectiveness of the content being posted will be performed by the Community Engagement Manager in collaboration with the staff managing the page(s).

The Department Director, or their designee, should confirm that City social media content moderation is regularly occurring to ensure that sites are active, that content is engaging, and that content posted in violation of this policy is handled appropriately.

For purposes of this policy, “active” refers to a page having been posted to at least once weekly; and “engaging” refers to views, reach, and interaction with the posts.

RETENTION

Social media sites are subject to local, state, and federal laws, including Michigan's Freedom of Information Act (FOIA). Any content produced or maintained on the City's social media sites, including communication posted by the City and communication received from citizens, is a public record.

The Information Technology Department shall preserve records under the relevant records retention schedule in a format that preserves the integrity of the original record and is easily producible. Furthermore, the retention of social media records shall fulfill the following requirements:

1. Social media records are captured in a continuous, automated fashion throughout the day to minimize the potential loss of data due to deletion and/or changes on the social networking site.
2. Social media records are maintained in an authentic format (i.e. ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
3. Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
4. Social media records are indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g. PDF).
5. Each employee who administers one or more social networking sites on behalf of the City has self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

The City utilizes an automated archiving solution provided to comply with applicable public records law and fulfill the above record retention requirements. The City's archive is available through the Information Technology Department.

EXTERNAL POLICY

The following guidelines shall be displayed to users on all social media sites or made available on the City’s website and be linked on social media pages.

Time of Use: City social media accounts are not monitored 24/7, and as such, posts and responses should not be immediately expected. Accounts are traditionally monitored during normal business hours, designated as Monday-Thursday from 7:30 a.m. to 5:30 p.m., excluding holidays.

MODERATION OF THIRD-PARTY CONTENT

This City social media site serves as a limited public forum and all content published is subject to monitoring. The City’s social media platforms are intended primarily for one-way communication of City information. Two-way communication should be discouraged where possible.

Social media is not to be used for emergency communications with the City, such as reporting crimes or hazardous conditions. Such reports shall be made through designated official channels such as 911.

Under no circumstance should users be blocked from City social media accounts. If suspicious activity is noted, staff should report it directly to the social media platform.

User-generated posts (comments) will be rejected or removed (if possible) when the content:

- 1. Contains obscenity or material that appeals to the prurient interest
- 2. Contains personal identifying information or sensitive personal information
- 3. Is threatening, harassing, defamatory, fraudulent, or discriminatory
- 4. Incites or promotes violence or illegal activities
- 5. Contains information that reasonably could compromise individual or public safety
- 6. False or misleading commercial speech or spam

PUBLIC RECORDS LAW

City social media sites are subject to applicable public records laws. Any content maintained in a social media format related to City business, including communication posted by the City and communication received from citizens, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for social media content.

Document edit notes

Action	Person	Date	Change
New	Deborah Sweet	3/10/25	New policy



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Ordinance Amendment - International Property Maintenance Code							
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety							
Brief Summary: Building codes are currently enforced by the 2015 International Property Maintenance Code and need to be updated to follow the latest version, 2024.								
Detailed Summary & Background: City of Muskegon Building Inspections follow the International Property Maintenance Code (IPMC) to enforce property maintenance. Ordinances are currently written to follow the 2015 code but need to be updated to reflect the 2024 IPMC, which is the latest version. Adopting the 2024 IPMC ensures consistent, minimum standards for property maintenance, promotes public health and safety and provides clear expectations for property owners and occupants.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 1: Destination Community & Quality of Life								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td><td></td></tr></table>	Yes		No		N/A	☒	
Yes		No		N/A	☒			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td><td></td></tr></table>	Yes		No		N/A	☒	
Yes		No		N/A	☒			
Recommended Motion: I move to adopt the 2024 International Property Maintenance Code for all city ordinances.								
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>☒</td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr></table>	Immediate Division Head	☒		Information Technology			Guest(s) Invited / Presenting: No	
Immediate Division Head	☒							
Information Technology								

Other Division Heads			
Communication			
Legal Review			

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

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 10, Sections 10-401 through 415 are repealed and Chapter 10, Sections 10-501 through 10-503 are adopted of the Code of Ordinances of the City of Muskegon, Michigan as follows:

1. Chapter 10, Sections 10-401 through 10-415 of the Code of Ordinances of the City of Muskegon, Michigan, are repealed.
2. Chapter 10, Section 10-501 is adopted to read as follows:

Section 10-501. The International Property Maintenance Code of 2024 and all future amendments and revisions is adopted by reference and is incorporated in the ordinances of the City. A copy shall be kept on file in the office of the Clerk of the City of Muskegon. The International Property Maintenance Code be and is hereby adopted as the Property Maintenance Code of the City of Muskegon, State of Michigan for regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the City of Muskegon are hereby referred to, adopted, and made a part hereof, as fully set out in this legislation, with the additions, insertions, deletions and changes prescribed in Section 10-502 of this ordinance.

3. Chapter 10, Section 10-502 is adopted to read as follows:

Section 10-502. The following sections of the International Property Maintenance Code are amended, deleted or adopted as set forth as indicated.

- a) Section 101.1 Title. Shall be amended and restated to read as follows:
101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Muskegon hereinafter referred to as "this code".
- b) Section 104.1 Fees. Shall be amended and restated to read as follows:
104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as adopted following proper procedures and as amended from time to time by the City of Muskegon.
- c) Section 109.3 Prosecution of Violation. Shall be amended and restated as follows
109.3 Prosecution of Violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed responsible of a civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not

complied with, the code official may institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or the direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

- d) Section 110.4 Failure to comply. Shall be amended and restated to read as follows:

110.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be prosecuted as a civil infraction as provided by state or local laws.

- e) Section 302.4 Weeds. Shall be deleted in its entirety.
- f) Section 302.8 Motor Vehicles. Shall be deleted in its entirety.
- g) Section 304.2 Protective treatment. Shall be amended and restated to read as follows:

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

All materials, colors, and product applications used in or for exterior repairs, including boarded up windows or doors, roofing, ceilings, soffits, fascia, decks, landings, porches, and similar repairs shall be installed in a workmanship manner, consistent with generally accepted construction practices and in accordance with the product manufacturers recommendations. All repairs shall be exterior weather protected and sealed tight. The materials, products, color and general design of the repair shall be the same as that of the existing structure.

- h) Section 304.14 Insect screens. Shall be amended and restated to read as follows:

304.14 Insect screens. During the period from April 1 to October 31, every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured,

packaged or stored shall be supplied with *approved* tightly fitting screens on minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

- i) Section 307.1. General. Shall be amended and restated to read as follows:

307.1 General. Every existing exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches above the floor or grade below shall have guards. Handrails shall be not less than 30 inches in height or more than 42 inches in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Existing guards shall be not less than 30 inches in height above the floor of the landing, balcony, porch, deck, ramp, stair nosing, or other walking surface and shall not have openings that allow passage of a sphere greater than 6" in diameter. All new guardrails and handrails installed after the adoption of this ordinance shall be installed in accordance with the adopted building code. Guards shall not be required where exempted by the adopted building code.

- j) Section 308.2.2 Refrigerators. Shall be deleted in its entirety.

- k) Section 309.2 Owner. Shall be amended and restated to read as follows:

309.2 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting, leasing, or otherwise allowing occupancy of the structure. If the code official has reason to believe the structure is insect, pest, or rodent infested the code official shall have the authority to require the owner to eliminate the infestation and submit a written statement from an licensed pest control agency stating that the structure has been treated and is free from insects, pests, or rodents prior to a certificate of compliance issued and before inspection and occupancy of the structure is permitted. If infestation is caused by failure of the occupant to prevent such infestation, the occupant and owner shall be responsible for pest elimination. Where the infestations of any structure are caused by defects in the structure, the owner shall be responsible for pest elimination.

- l) Section 309.3 Single occupant. Shall be deleted in its entirety.

- m) Section 309.4 Multiple occupancy. Shall be deleted in its entirety.

- n) Section 309.5 Occupant. Shall be deleted in its entirety.

- o) Section 403.1 Habitable spaces. Shall be amended and restated to read as follows:

403.1 Habitable spaces. Every habitable space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the glazed area of the window.

- p) Section 403.3 Cooking facilities. Shall be amended and restated as follows:

403.3 Cooking facilities. All dwelling units shall include a kitchen that at a minimum includes a cooking appliance consisting of a stove and/or oven and a refrigerator maintained in good condition. A cooking appliance shall not be permitted to be present in a rooming unit or dormitory unit.

- q) Section 404.3 Minimum ceiling heights. Shall be amended and restated as follows:

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and *habitable basement* areas shall have a minimum clear ceiling height of 6 feet 8 inches (2033 mm). In one- and two-family dwellings, beams or girders spaces not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 6 feet 8 inches (2033 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

- r) Section 503.1 Privacy. Shall be amended and restated as follows:

503.1 Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all bathrooms and toilet rooms in a dwelling.

- s) Section 503.4 Floor surface. Shall be amended and restated as follows:

503.4 Floor surface. Every toilet room and bathroom floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

- t) Section 602.3 Heat Supply. Shall be amended and restated to read as follows:

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1 to May 31 to maintain a minimum temperature of 68°F (20°C) in all *habitable rooms*, *bathrooms* and *toilet rooms*.

When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The

winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.

In areas where the average monthly temperature is above 30°F (1°C), a minimum temperature of 65°F (18°C) shall be maintained.

- u) Section 602.4 Occupiable work spaces. Shall be amended and restated as follows:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 1 to May 31 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied. This requirement does not apply to processing, storage and operation areas that require cooling or special temperature conditions or areas in which persons are primarily engaged in vigorous physical activities.

- v) Section 603.1 Mechanical appliances. Shall be amended and restated as follows:

603.1 Mechanical appliances. Functioning mechanical appliances, fireplaces, solid fuel-burning appliances, furnaces, and water heating appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function. For all dwelling units all gas fired mechanical appliances shall be inspected by a State of Michigan licensed mechanical contractor and a report of the findings shall be submitted prior to the issuance of a certificate of compliance. The report shall include a part per million reading of carbon monoxide and such reading shall be taken from the clear breathing zone in the interior of the dwelling.

- w) Section 604.3 Electrical service hazards. Shall be amended and restated as follows:

604.3 Electrical service hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle or lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard. Electrical cords shall not be the permanent source of connection serving appliances or installed in such a manner that impairs, obstructs, or hinders in any way the path of egress or could result in the electrical cord becoming a trip hazard.

- x) Section 605.2 Receptacles. Shall be amended and restated as follows:

605.2 Receptacles. Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle. In addition, all receptacles in laundry areas in the basement must include a ground fault circuit interrupter. Every bathroom shall contain not less than one receptacle. Any bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets within six (6') feet of a water appliance such as sinks, laundry tubs, bathtubs,

showers, and similar such appliances with water supplies to it shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

- z) Section 704.6.3 Power source. Shall be amended and restated as follows:

704.6.3 Power source. Single station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. All hard-wired smoke alarms shall only be replaced with hard wired smoke alarms. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than is required for overcurrent protection.

In existing dwellings, where no construction is taking place, and where smoke alarms are required by 704.2.1.2 smoke alarms are permitted to be factory warrantied 10 year sealed solely battery operated.

Smoke alarms are permitted to be factory warrantied 10 year sealed solely battery operated in buildings that are not served from a commercial power source.

Smoke alarms are permitted to be factory warrantied 10 year sealed solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes.

- aa) Section 705.3 shall be adopted to read as follows.

705.3 Carbon monoxide alarms. Carbon monoxide alarms shall be provided in all dwelling units where the dwelling unit contains a fuel fired appliance and/or the dwelling unit has an attached garage with an opening that communicates with the dwelling unit.

Carbon Monoxide alarms shall be installed in accordance with their listing and the Michigan Residential Building Code in effect at the time of installation of the carbon monoxide detector.

4. Chapter 10, Section 10-503 is adopted to read as follows:

Section 10-503. This ordinance shall supersede the existing Property Maintenance Code of the City of Muskegon but all rights and rights of action now existing, all suits in course of prosecution for or against the city under the former act shall remain unimpaired and in case the course of proceeding provide for in this Ordinance shall differ from that in the Property Maintenance Code that it supersedes, either method may be followed, it being the intention that no rights of any name or nature in existence at the time of the adoption of this Ordinance shall be lost or jeopardized.

This ordinance adopted:

Ayes: _____
Nays: _____

Adoption Date: _____
Effective Date: _____
First Reading: _____
Second Reading: _____

CITY OF MUSKEGON

By _____
Ann Marie Meisch, MMC
City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the _____ day of _____, 2025, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted, and public notice was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2025

Ann Marie Meisch, MMC
Clerk, City of Muskegon

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2025, the City Commission of the City of Muskegon repealed Sections 10-401 through 10-415 and adopted Sections 10-501 through 10-503 to Chapter 10 "Buildings and Building Regulations," whereby the following changes were made:

1. Chapter 10, Sections 10-401 through 10-415 are repealed.
2. Chapter 10, Section 10-501 is adopted to provide that the International Property Maintenance Code of 2024 is the property maintenance code for the City of Muskegon.
3. Chapter 10, Section 502 is adopted to specify amendments to, deletions from and additional adopted provisions to the International Property Maintenance Code of 2024.
4. Chapter 10, Section 10-503 is adopted to provide that the previous property maintenance code is superseded. The section also provides a savings clause for pending matters.

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

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

CITY OF MUSKEGON

Published: _____, 2025

By:

Ann Marie Meisch, MMC, Its Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Agreement with Lakeshore Creative Services, LLC									
Submitted by: Ann Meisch, City Clerk	Department: City Clerk									
Brief Summary: Lakeshore Creative Services, LLC currently operates the City's PEG channel and live broadcast our Commission Meetings and Planning Commission Meetings.										
Detailed Summary & Background: The agreement with Lakeshore Creative Services, LLC has expired and staff is requesting to renew it for three years at \$500 per meeting. Currently the City pays \$450 per meeting that is filmed by the production crew.										
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 GOAL 3: COMMUNITY CONNECTION - More connected and cohesive community										
Amount Requested: \$500 per meeting	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;">X</td> <td style="width: 15%;">No</td> <td style="width: 10%;"></td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	X	No		N/A				
Yes	X	No		N/A						
Fund(s) or Account(s): Commission Budget and Planning Budget	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 15%;">No</td> <td style="width: 10%;">X</td> <td style="width: 15%;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	X	N/A				
Yes		No	X	N/A						
Recommended Motion: To approve the request to renew the agreement for Lakeshore Creative Services, LLC for three years at an amount of \$500 per meeting and approve the Mayor and Clerk to sign.										
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Guest(s) Invited / Presenting: No
Immediate Division Head	X									
Information Technology										
Other Division Heads										

Communication			
Legal Review	X		

**AGREEMENT BETWEEN THE CITY OF MUSKEGON
AND
LAKESHORE CREATIVE SERVICES, LLC**

This agreement is made this 25th day of March, 2025, by and between **City of Muskegon**, a Michigan municipal corporation (“City”) and **Lakeshore Creative Service, LLC**, a domestic limited liability company (“Lakeshore”), who agree as follows:

RECITAL

1. The City desires to have its City Commission meetings recorded and broadcasted on its cable television, public educational, and governmental (“PEG”) access channels provided pursuant to federal law.
2. In exchange for broadcasting City Commission meetings and Planning Commission meetings, the City agrees to compensate Lakeshore and to encourage expansion of Lakeshore’s responsibilities and access to City’s Government Access Channel to broadcast programming consistent with PEG Channel purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES: Lakeshore shall provide the following services.

1.1 *BROADCASTING LOCAL GOVERNMENT PROGRAMMING.* Produce and broadcast, regularly scheduled, City Commission meetings, excluding work sessions, and meeting of other committees, boards and commissions that the City might require, and other reasonable programs or issues that the City Commission may deem necessary.

1.2 *OTHER ACTIVITIES.* Undertake other PEG access programming activities and services deemed appropriate by Lakeshore and consistent with the obligation to facilitate and promote PEG access programming and provide non-discriminatory access pursuant to an amendment(s) to this Agreement.

SECTION 2. COMPENSATION: City shall compensate Lakeshore as follows:

2.1 *CITY COMMISSION AND PLANNING COMMISSION MEETINGS.* Lakeshore shall be paid \$500 per City Commission meeting. Payment shall be made in the calendar month following services provided.

2.2 *EXTRA SERVICES.* City Clerk and Lakeshore may agree to additional services for a specified fee and insurance requirements. Such Agreement must be in writing and signed by both parties to be effective.

SECTION 3. COPYRIGHT:

3.1 OWNERSHIP: The City shall own the copyright of any programs that the City requests Lakeshore to produce and Lakeshore agrees to assign all such rights to the City and shall execute all documents reasonably requested to affect such assignment and registration of copyrights assigned. Copyright of all other programs shall be held by the person(s) who produced the program.

SECTION 4. NON-DISCRIMINATION IN: Lakeshore shall not discriminate in the delivery of services or against any person, employee, or applicant for employment or contract work on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental disability.

SECTION 5. INDEPENDENT CONTRACTOR: It is understood and agreed that Lakeshore is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and Lakeshore. If in the performance of this Agreement and third persons are employed by Lakeshore, such persons shall be entirely and exclusively under the control, direction and supervision of Lakeshore. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment, shall be determined by Lakeshore and the City shall have no authority over such persons or terms of employment.

SECTION 6. ASSIGNMENT AND SUBLETTING: Neither this Agreement nor any interest herein shall be assigned or transferred by Lakeshore, except as expressly authorized in writing by the City.

SECTION 7. TERMS OF AGREEMENT: This Agreement shall be for a period of three years commencing March 25, 2025 and ending March 31, 2028, unless terminated earlier, as provided in this Agreement.

SECTION 8. TERMINATION OF AGREEMENT/TRANSFER OF ASSETS: Either party shall have the right upon sixty (60) days written notice.

SECTION 9. TIME: This is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 10. COOPERATION: Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 11. APPLICABLE LAW: This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

SECTION 12. NOTICES: All notices and other communication to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

TO: CITY OF MUSKEGON
Attn: City Clerk
933 Terrace Street
Muskegon, MI 49440

TO: LAKESHORE CREATIVE SERVICES, LLC
Attn: Andy O'Riley
NEED TO COMPLETE ADDRESS

Any party may change its address by written notice to the other party at any time.

SECTION 13. ENTIRE AGREEMENT: This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or verbal. This Agreement may be amended only by written agreement and no purported verbal amendment to this agreement shall be valid.

CITY OF MUSKEGON

By _____
Ken Johnson, Its Mayor

By _____
Ann Marie Meisch, Its Clerk

LAKESHORE CREATIVE SERVICES, LLC

By _____
Andy O'Riley, Owner



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Rezoning of 1201 and 1147 3 rd St and 236 Monroe Ave							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: Staff-initiated request to rezone the properties at 1201 and 1147 3 rd St and 236 Monroe Ave from Convenience & Comparison Business (B-2) to Form-Based Code, Mainstreet (FBC, MS).								
Detailed Summary & Background: The "Midtown" portion of 3 rd was rezoned from B-2 to Form-Based Code, Mainstreet in 2015. During the rezoning process a couple of property owners were hesitant to rezone because of current or potential developments. The vacant lot at 1201 3 rd St was being used as a used-car sales lot at the time, but it has been vacant for close to 10 years. Its not exactly clear why the parking lot of 1147 3 rd St and 236 Monroe Ave were not rezoned at the time. However, both of the parcels are considered non-buildable under the B-2 designation because they do not meet the minimum lot size of 10,890 sf and 100 feet of width. At the public hearing, the property owners adjacent to the property at 236 Monroe Ave disagreed with the recommendation to rezone it to FBC, MS. Staff agreed with them and suggested that we remove 236 Monroe Ave off of the request. Staff will bring forward another zoning amendment request in the future to rezone the property to FBC, UR. The Planning Commission unanimously recommended to approve the request to rezone 1201 and 1147 3 rd St from B-2 to FBC, MS.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			

Recommended Motion:

I move to approve the rezoning of 1147 and 1201 3rd St from B-2 to Form Based Code, MS.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

PLANNING COMMISSION PACKET EXCERPT

Hearing, Case 2025-12: Staff-initiated request to rezone the properties at 1201 and 1147 3rd St and 236 Monroe Ave from Convenience & Comparison Business (B-2) to Form-Based Code, Mainstreet (FBC, MS).

SUMMARY

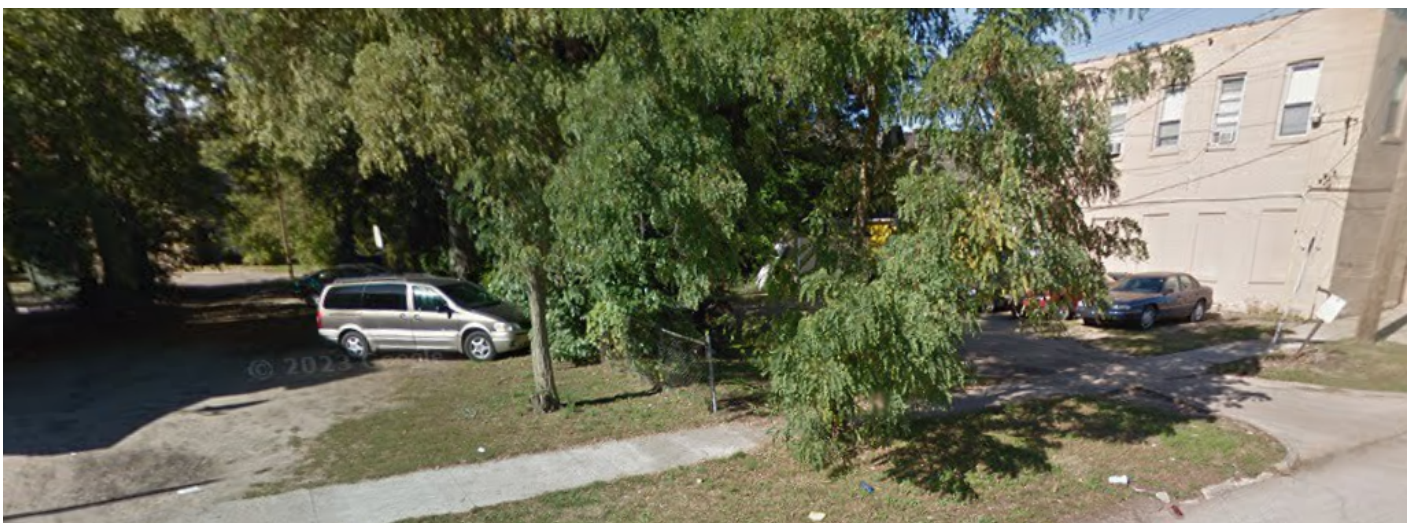
The “Midtown” portion of 3rd was rezoned from B-2 to Form-Based Code, Mainstreet in 2015. During the rezoning process a couple of property owners were hesitant to rezone because of current or potential developments. The vacant lot at 1201 3rd St was being used as a used-car sales lot at the time, but it has been vacant for close to 10 years. Its not exactly clear why the parking lot of 1147 3rd St and 236 Monroe Ave were not rezoned at the time. However, both of the parcels are considered non-buildable under the B-2 designation because they do not meet the minimum lot size of 10,890 sf and 100 feet of width.

Staff was able to discuss the initiative with the owner of 1201 3rd St but was not able to get ahold of anyone at 1147 3rd St or 236 Monroe Ave, despite inviting them to a focus group. Notice was sent to all properties within 300 feet of the properties to be rezoned. At the time of this writing, staff has not received any comments from the public.

1201 3rd St



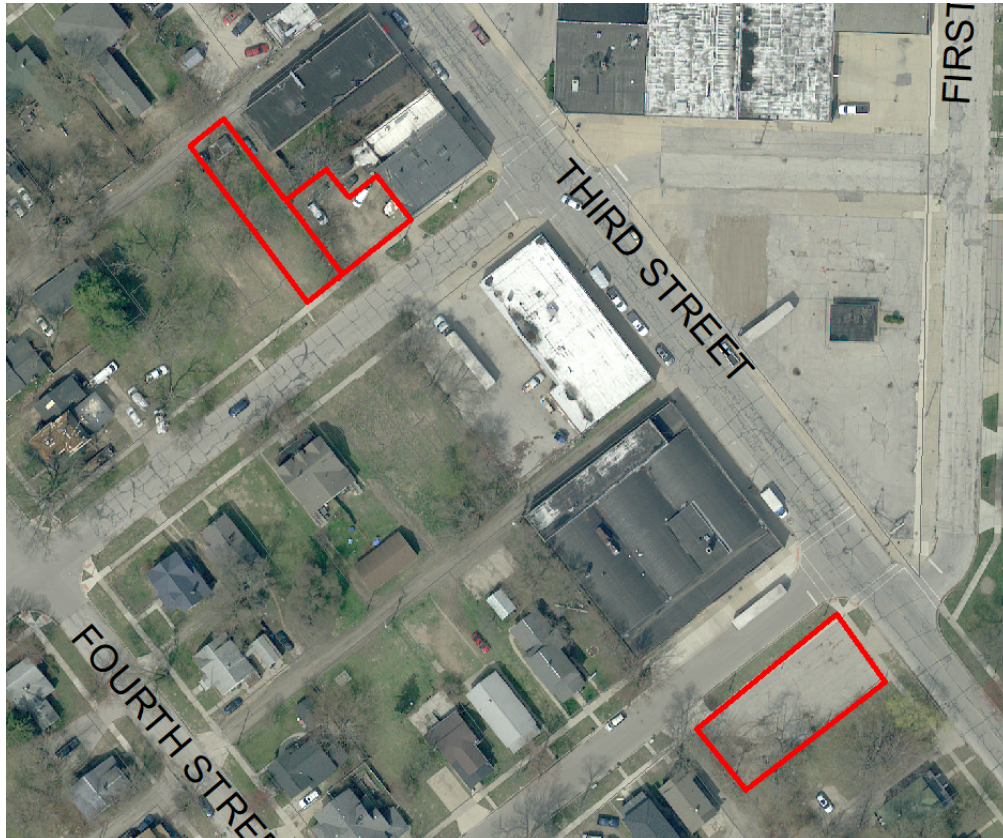
236 Monroe Ave and 1147 3rd St (parking lot behind commercial unit)



Zoning Map



Aerial 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 1147 and 1201 3rd St from B-2 to Form Based Code, MS.

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 from B-2 to FBC, MS.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 1147 and 1201 3rd St to FBC, MS)

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 25th day of March, 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: _____, 2025 _____

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 March 25, 2025, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1147 and 1201 3rd St to FBC, MS.

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 _____, 2025

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: March 25, 2025	Title: Approval of Community Foundation Fund Requests in Parks & Recreation											
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks											
Brief Summary: Staff requests authorization to receive grants and awards from the Community Foundation For Muskegon County from certain Parks & Recreation-related funds for a total of \$91,153.												
Detailed Summary & Background: The Community Foundation for Muskegon County has several funds set up to benefit City of Muskegon Parks. Some of these state they need approval from the City Board of Directors, and while others do not specifically need CC approval, this will serve as an informative update on the progress of the funds. On March 19th, the Parks & Recreation Advisory Committee voted to approve these funds to be formally requested for the purposes listed below: • Darl & Kathleen Staley Charity Fund - \$37,600 - Teen activities & Summer Rec staffing • City of Muskegon Parks Fund - \$4,659 - Mobi-Mat System at new South PM Restroom Facility • Lakeshore Trails Improvement Fund - \$13,106 - Trail Maintenance, deck replacement & treat invasives • Celebration Square Splashpad Fund - \$35,788 - Shade sail, landscaping, painting & other beatification												
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Blight cleanup, Enhanced Parks and Recreation Department and Services, Events and activities, Transportation options Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Parks and Recreation Department and Services												
Amount Requested: \$91,153	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>x</td> <td>N/A</td> <td></td> <td></td> </tr> </table>					Yes		No	x	N/A		
Yes		No	x	N/A								
Fund(s) or Account(s): TBD	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>					Yes	x	No		N/A		
Yes	x	No		N/A								

Recommended Motion:

Authorize staff to receive grants and awards from the Community Foundation For Muskegon County from certain Parks & Recreation-related funds for a total of \$91,153.

Approvals:

Immediate Division Head	☒	
Information Technology	☐	
Other Division Heads	☐	
Communication	☐	
Legal Review	☐	

Guest(s) Invited / Presenting:

No

COMMUNITY FOUNDATION *for* MUSKEGON COUNTY

COMMITTEE ADVISED FUND AGREEMENT

AGREEMENT made February 17, 2009, between the Estate of Darl E. Staley, (hereinafter called "Donor") and COMMUNITY FOUNDATION *for* MUSKEGON COUNTY, a Michigan non-profit corporation (hereinafter called "Foundation"), with reference to the following facts:

- A. The purposes of the Donor are within the purposes of the Foundation.
- B. The parties believe that establishment of this Endowment Fund will enhance Donor's ability to carry out its charitable purposes.

I.

ESTABLISHMENT

1.1 Transfer. Donor transfers to the Foundation **\$91,391** to be held by the Foundation or its Agent, to establish a fund to be known as the **Darl and Kathleen Staley Charity Fund.**

1.2 Additions. Donor and others at any time may make contributions to the Foundation designated for addition to the Fund.

1.3 Acceptance. Foundation accepts the transferred property and additions and agrees to hold, administer and distribute the Fund as provided in this Agreement.

II.

DESIGNATED PURPOSES

2.1 General. The Fund is established to allow the net income to be distributed to the City of Muskegon for its recreation programs. The Fund is to be endowed with income only distributed. The City will report to the Community Foundation regarding how each grant distribution was spent.

At such time the City of Muskegon establishes a new park, the Donor directs that the CFMC make a distribution from the fund to City of Muskegon in an amount sufficient for the purchase of a plaque listing all the names of past and present employees of the City of Muskegon who have served 25 years or more with the City of Muskegon. This plaque shall be displayed in the new park.

2.2 Expenditure of Fund. The Fund will be an "Advised Fund" as defined in a certain resolution adopted by the Board of Trustees of the Foundation with respect to such funds. The Advisory Committee shall consist of: The City of Muskegon Finance Director and the City Manager for the City of Muskegon who will advise the Foundation toward the funding of recreation projects.

They may make written recommendations as to the use of the fund. It is the intent of the donors that the Fund be held in perpetuity with income only to be used in accordance with the Foundation's Spending Policy.

2.3 Status of Fund. The Fund will be administered by the Foundation as its property, held by it in its normal corporate capacity, and not as Trustee, for purposes within its charitable purposes and in accordance with its Articles of Incorporation and By-laws; and Donor agrees to all the terms of said Articles of Incorporation and By-laws, including, without limitation, provisions as to presumed intent of donors, variance from a donor's restrictions, and amendments and termination, so long as Foundation's Trustees conclude such changes will promote the purposes of the Foundation.

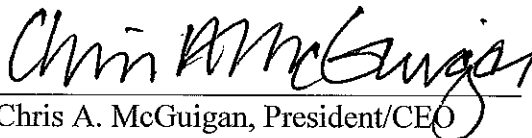
III.

ACCOUNTING AND CHARGES

3.1 Accounting. Foundation shall keep records of the Fund's receipts, disbursements and property on hand and, at least annually, shall provide Donor with an accounting for the Fund.

3.2 Charges to Fund. Foundation may charge to the Fund expenses and fees which it customarily charges to other Advised Funds. Foundation also may charge an extra-ordinary fee, reasonable in amount, for services to the Fund which are requested by the Donors and are a significant and unusual administrative or economic burden to the Foundation. During any quarter that the Fund balance is less than \$10,000 a \$50 service fee will be charged. We further understand the fee schedule is subject to modification and may be increased or decreased at the sole discretion of the Community Foundation's Board of Trustees.

COMMUNITY FOUNDATION *for* MUSKEGON COUNTY

By: 
Chris A. McGuigan, President/CEO

COMMUNITY FOUNDATION *for* MUSKEGON COUNTY

ORGANIZATION ENDOWMENT FUND AGREEMENT

LAKESHORE TRAILS IMPROVEMENT FUND

AGREEMENT made March 13, 2012 between the City of Muskegon, (the "CITY") and COMMUNITY FOUNDATION *for* MUSKEGON COUNTY, a Michigan non-profit corporation (the "FOUNDATION"), with reference to the following facts:

- A. The CITY is presently a tax-exempt organization.
 - B. The FOUNDATION is a publicly-supported community foundation, meeting the public support test of IRC §509(a) and organized and operated exclusively for charitable purposes as provided in IRC §501(c)(3).
 - C. The CITY desires to establish a permanent Endowment Fund with the FOUNDATION which shall be known as the **Lakeshore Trails Improvement Fund** (hereinafter referred to as the "FUND").
 - D. The FOUNDATION, pursuant to the terms of this AGREEMENT and the restrictions imposed hereby, desires to accept donations to the FUND, and to administer and distribute the same in accordance with the terms and conditions of this AGREEMENT.
1. **Establishment of FUND.** The FOUNDATION acknowledges receipt of \$10,138.92 as the initial property of the FUND. CITY and FOUNDATION acknowledge that none of the money donated is CITY'S money, but rather are donations from individuals donating their tax refund monies, or individuals making gifts directly to the FUND.
 2. **Property of the FUND.** The FUND shall include the property received to establish the FUND, such property as may later be transferred to the FOUNDATION from any source for inclusion in the FUND and accepted by the FOUNDATION, and all undistributed income from the FUND. The FUND shall be the FOUNDATION'S property held by it in its corporate capacity and shall not be deemed a trust fund held by it in a trustee capacity. The FOUNDATION shall have the ultimate authority and control over all property in the FUND, and the income derived therefrom, in accordance with the Articles of Incorporation and Bylaws of the FOUNDATION (as they may be amended from time to time), and the terms of this Agreement applied in a manner not inconsistent with said Articles and Bylaws.
 3. **Designation of Purposes.** The FUND shall be used for the general support of the bike trails which are located within City of Muskegon.
 4. **Distributions of Income.** All or a portion of the spendable income (as defined herein) of the FUND shall be distributed to CITY upon the written request of CITY, which may be submitted periodically to the FOUNDATION. The request shall include a City Commission written resolution approving the request for a distribution from the FUND.
 5. **Other Distributions.** Distributions in excess of the spendable income of the FUND may be made to the CITY as the FOUNDATION'S Board of Trustees determines. Recommendations for such distributions may be made from time to time to the FOUNDATION by the CITY's Commission as provided in Paragraph 4 above. Excess distributions may be made only from the portion of the FUND'S balance which represents contributions made by the CITY plus allocated investment realized/unrealized gains and/or losses to such portion. Recommendations of the CITY's Commission shall be solely advisory and not binding on the FOUNDATION.

6. **Successors to the CITY.**

(a) The FUND will continue for the exclusive use and benefit of the successor or surviving organization if the CITY merges or consolidates with another entity which is also a tax-exempt organization.

(b) Upon dissolution of the CITY, the FUND shall continue for the benefit of such other tax exempt organization as identified by the CITY Commission, providing such identification is consistent with the charitable purposes of the FOUNDATION. Any designation made under this section shall be in writing and shall be delivered by the CITY to the FOUNDATION prior to the filing of legal dissolution of the CITY.

(c) If CITY fails to identify such other tax exempt organization or such identification is not consistent with the tax-exempt status of the FOUNDATION, the FUND shall become a part of the Unrestricted Endowment of the FOUNDATION.

7. **Variance.**

(a) The FOUNDATION agrees that if its Board of Trustees proposes to exercise the variance power under Article VIII, Section (8) of the FOUNDATION'S Bylaws, the exercise of such power shall not be effective earlier than at least 30 days after the FOUNDATION notifies CITY in writing of (i) its intent to exercise such power and (ii) the manner in which the FOUNDATION proposes to vary the purposes, uses, or methods of administration of the Fund. During the notice period, CITY may advise the FOUNDATION of its views regarding the proposed exercise of the power and take such other action as it deems appropriate. If the FOUNDATION becomes aware of any other action instituted or proposed by any person to vary the purposes, uses, or methods of administration of the FUND, it will promptly notify the City Commission.

(b) If the FOUNDATION ceases to be a qualified charitable organization or if the FOUNDATION proposes to dissolve, the assets of the FUND shall, after payment or making provision for payment of any liabilities, properly chargeable to the FUND, be distributed to CITY. If CITY is not then a qualified to receive such monies, said assets shall be distributed in such manner and to such organization or organizations in Muskegon County as satisfies necessary requirements and serves purposes similar to those of the CITY.

(c) Notwithstanding anything in this Agreement or in the FOUNDATION'S Articles or Bylaws to the contrary, the FOUNDATION agrees not to exercise the modification provisions contained in Article VIII of its Bylaws except to the extent and as may be required from time to time by the laws of the State of Michigan or by the Internal Revenue Code, including the rules and regulations with respect thereto, in order to qualify the Organization Endowment Fund as a component part of the FOUNDATION. Internal Revenue Service regulations presently require that any restriction or condition may be modified if it becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Muskegon County area.

8. **Definitions and Construction.**

(a) As used in this Agreement:

(i) "Qualified charitable organization" means an organization described in §501(c)(3) and which is other than a private foundation under §509(a) of the Internal Revenue Code.

(ii) References to any provision of the Internal Revenue Code shall be deemed references to the U.S. Internal Revenue Code of 1986 as the same may be amended from time to time and the corresponding provision of any future U.S. Internal Revenue Code.

(iii) "Spendable income" means the amount determined under the spending rule policy being used by the Foundation for its component Funds (less fees).

(b) It is intended that the FUND shall be a component part of the FOUNDATION and that nothing in this Agreement shall affect the status of the FOUNDATION as an entity which is a qualified charitable organization. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of the FOUNDATION.

(c) Each Fund is charged two fees. One is the investment manager fee, which is negotiated with the various managers and may vary from year to year. This fee is currently included in the total net investment gains and/or losses that are applied to the FUND quarterly. The second is a FOUNDATION administrative fee for the FUND which is currently at .5% and reviewed annually. If there are transfers of property to the Fund on any day after the first day of the Foundation's fiscal year, only a pro-rata portion of the annual fees will be charged against the Fund.

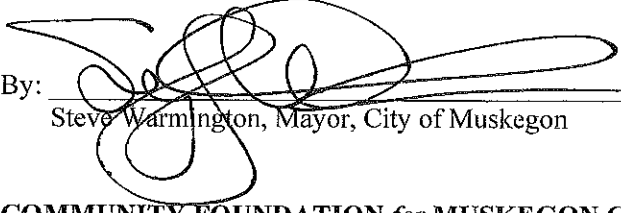
9. **Gift Acknowledgments.** The Foundation shall make all information with respect to the FUND available to CITY during normal business hours of the FOUNDATION, or on-line, with authorization, but not limited to, name, address, amount of gift and restrictions on gift, if any.

10. **Copies of AGREEMENT.**

The CITY and the FOUNDATION may furnish copies of this AGREEMENT to other potential donors to the FUND to demonstrate the protocol and procedures that have been put in place with regard to the administration and disbursement of the FUND.

The Parties execute this Agreement by its duly authorized officers effective as of the day and year above as evidence of their agreement.

LAKESHORE TRAILS IMPROVEMENT FUND

By: 
Steve Warmington, Mayor, City of Muskegon

COMMUNITY FOUNDATION *for* MUSKEGON COUNTY

By: 
Chris A. McGuigan, President/CEO

**COMMUNITY FOUNDATION *for* MUSKEGON COUNTY
ORGANIZATION ENDOWMENT FUND AGREEMENT**

**City of Muskegon Parks Fund
Amendment**

AGREEMENT made April 9, 2018, between the City of Muskegon (the "Donor") and the Community Foundation *for* Muskegon County (the "Foundation"), a Michigan non-profit corporation.

This Amendment supersedes entirely the prior Muskegon Skate Park Fund Agreement between the Donor and the Foundation dated June 28, 2016. The purpose of this Amendment is to change the fund to an Organization Endowment Fund, and to change the name of the Fund. Agreement language has been updated to be consistent with current agreements.

This agreement is made with reference to the following facts:

- A. The Donor is presently a qualified tax-exempt organization (as defined herein).
 - B. The Foundation is a publicly-supported community foundation, meeting the public support test of IRC §509(a) and organized and operated exclusively for charitable purposes as provided in IRC §501(c)(3).
 - C. The Donor desires to establish a permanent Endowment Fund with the Foundation which shall be known as the **City of Muskegon Parks Fund** (the "Fund").
 - D. The Foundation, pursuant to the terms of this agreement and the restrictions imposed hereby, desires to accept the initial contribution of Donor as well as any subsequent donations to the Fund, and to administer and distribute the same in accordance with the terms and conditions of this agreement.
1. **Establishment of Fund.** The Foundation acknowledges the balance of the Fund as of December 31, 2017 was \$9,860.56.
 2. **Property of the Fund.** The Fund shall include the property received to establish the Fund, such property as may later be transferred to the Foundation by Donor or from any other source for inclusion in the Fund and accepted by the Foundation, and all undistributed income from the Fund. The Fund shall be the Foundation's property held by it in its corporate capacity and shall not be deemed a trust Fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, in accordance with the Articles of Incorporation and Bylaws of the Foundation (as they may be amended from time to time), and the terms of this Agreement applied in a manner not inconsistent with said Articles and Bylaws.
 3. **Designation of Purposes.** The Fund shall be used for the general support of parks and recreation within the City of Muskegon.
 4. **Distributions of Income.** All or a portion of the spendable income (as defined herein) of the Fund shall be distributed to Donor upon the written request of Donor, which may be submitted periodically to the Foundation. The request shall include a Board of Directors' written resolution or minutes from a meeting approving the request for a distribution from the Fund.

5. **Other Distributions.** Distributions in excess of the spendable income of the Fund may be made to the Donor as the Foundation's Board of Trustees determines. Recommendations for such distributions may be made from time to time to the Foundation by the Donor's Board of Directors as provided in Paragraph 4 above. Excess distributions may be made only from the portion of the Fund's balance which represents contributions made by the Donor plus allocated investment realized/unrealized gains and/or losses to such portion. Recommendations of the Donor's Board shall be solely advisory and not binding on the Foundation.
6. **Successors to the Donor.**
 - a. The Fund will continue for the exclusive use and benefit of the successor or surviving organization if the Donor merges or consolidates with another entity which is also a qualified tax-exempt organization under the Internal Revenue Code.
 - b. Upon dissolution of the Donor, the Fund shall continue for the benefit of such other qualified tax-exempt organization as identified by the Donor's Board of Directors, providing such identification is consistent with the charitable purposes of the Foundation. Any designation made under this section shall be in writing and shall be delivered by the Donor to the Foundation prior to the filing of legal dissolution of the Donor.
 - c. If Donor fails to identify such other qualified tax-exempt organization or such identification is not consistent with the tax-exempt status of the Foundation, the Fund shall become a part of the Unrestricted Endowment of the Foundation.
7. **Variance.**
 - a. This Agreement is subject to the Foundation's authority to vary the terms of the gift as stated in Article VIII, Section (8) of the Foundation's Bylaws.
 - b. The Foundation shall promptly notify the Donor of any decision made to exercise the variance power. Notification of the exercise of the power shall be delivered in writing to the last known address of the Donor within 30 days following the Board's decision. The Foundation shall also notify the Donor if it becomes aware of any other action instituted or proposed by any person to vary the purposes, uses or method of administration of the Fund.
 - c. If the Foundation ceases to be a qualified tax-exempt organization or if the Foundation proposes to dissolve, the assets of the Fund shall, after payment or making provision for payment of any liabilities properly chargeable to the Fund, be distributed to Donor. If Donor is not then a qualified tax-exempt organization, said assets shall be distributed in such manner and to such organization or organizations in Muskegon County as satisfies the requirements of a qualified tax-exempt organization and serves purposes similar to those of the Donor.
8. **Definitions and Construction.**
 - a. As used in this agreement:
 - i. "Qualified tax-exempt organization" means an organization described in §501(c)(3) and which is other than a private foundation under §509(a) of the Internal Revenue Code, and a governmental entity or an affiliated entity exercising an essential governmental function.
 - ii. References to any provision of the Internal Revenue Code shall be deemed references to the U.S. Internal Revenue Code of 1986 as the same may be amended from time to time and the corresponding provision of any future U.S. Internal Revenue Code.

- iii. "Spendable income" means the amount determined under the spending rule policy being used by the Foundation for its component Funds (less fees).
 - b. It is intended that the Fund shall be a component part of the Foundation and that nothing in this agreement shall affect the status of the Foundation as an entity which is a qualified charitable organization. This agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the intended status of the Foundation.
 - c. Foundation will charge an annual administrative fee to the Fund, currently 0.5% of the average fund balance. Foundation also may charge an extra-ordinary fee, reasonable in amount, for services to the Fund which are requested by the Donor and are a significant and unusual administrative or economic burden to the Foundation. During any quarter that the Fund balance is less than \$10,000, a \$50 service fee may be charged. Fees are deducted from the Fund. If Donor transfers property to the Fund on any day after the first day of the Foundation's fiscal year, only a pro-rata portion of the annual fee will be charged against the Fund. Donor further understands the fee schedule is subject to modification and may periodically be evaluated and adjusted by the Foundation's Board of Directors.
9. **Gift Acknowledgments**. The Foundation shall make all Donor information with respect to the Fund available to Donor during normal business hours of the Foundation, or online, with authorization, but not limited to, name, address, amount of gift and restrictions on gift, if any.
10. **Copies of Agreement**. The Donor and the Foundation may furnish copies of this agreement to other potential Donors to the Fund to demonstrate the protocol and procedures that have been put in place with regard to the administration and disbursement of the Fund.

The Parties execute this Agreement by its duly authorized officers effective as of the day and year above as evidence of their agreement.

City of Muskegon

By: _____

Steve Gawron, Mayor

Community Foundation for Muskegon County

By: _____

Chris A. McGuigan, President/CEO

COMMUNITY FOUNDATION *for* MUSKEGON COUNTY
NON-ENDOWED DESIGNATED FUND AGREEMENT

Celebration Square Splash Pad Fund

AGREEMENT made December 14, 2019, by the Community Foundation *for* Muskegon County (the "Foundation"), a Michigan nonprofit corporation.

The Foundation transfers \$10,000.00 to be held by the Foundation to establish a non-endowed, designated fund known as the **Celebration Square Splash Pad Fund** (the "Fund"). Donors at any time may make contributions to the Foundation designated for addition to the Fund.

It is the intent of the Foundation that the Fund be held in perpetuity and that income and principal, in accordance with the Foundation's spending policy, be primarily used to support the maintenance, upgrades, and expenses related to the Splash Pad at Celebration Square. Funds can also be used to support maintenance of other public art pieces.

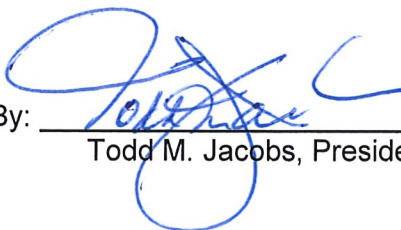
Foundation will charge an annual administrative fee to the Fund, currently 1.0% of the average fund balance. Fees are deducted from the Fund. If property transfers to the Fund on any day after the first day of the Foundation's fiscal year, only a pro-rata portion of the annual fee will be charged against the Fund. The fee schedule is subject to modification and may periodically be evaluated and adjusted by the Foundation's Board of Directors.

It is understood and agreed the Fund shall be owned by the Foundation and held by it in its normal corporate capacity. It shall not be deemed a trust fund held by the Foundation in a trustee capacity. The Foundation's Board of Trustees shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if, in the sole judgment of the Board (without the approval of any trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

Foundation accepts the property transferred to it and agrees to hold, administer, and distribute it as provided in this agreement.

Celebration Square Splash Pad Fund

Community Foundation *for* Muskegon County

By:  _____
Todd M. Jacobs, President/CEO



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: PILOT Agreement with Spire Development for Allen Crossing II Senior LIHTC Housing Development							
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development							
Brief Summary: Spire is seeking an application to MSHDA to achieve funding for another round of affordable senior housing next door to their project already under construction in the Apple Avenue Corridor.								
Detailed Summary & Background: This site was previously submitted by General Capital Group, but they have elected to not move forward so that they can focus their attention on the recently awarded Nelson School project. Spire has reached a purchase agreement with property owner Wheelfish Group and would like to program a 40-50 unit senior apartment complex on the lot located at 181 Allen Avenue. This lot is contiguous to their current awarded projects under construction. The PILOT payment and MSA amounts requested are concurrent with the policy and identical to their last senior LIHTC agreement approved by commission in December 2023.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Progress toward completion of ongoing economic development projects Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: NA	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td><td></td></tr></table>	Yes		No		N/A	☒	
Yes		No		N/A	☒			
Fund(s) or Account(s): NA	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td><td></td></tr></table>	Yes		No		N/A	☒	
Yes		No		N/A	☒			
Recommended Motion: Motion to approve the Contract for Housing Tax Exemption between the City of Muskegon and Allen Crossing II Limited Dividend Housing Association Limited Partnership as presented, and to authorize the Mayor and Clerk to sign.								

Approvals:

Immediate Division Head	☒	
Information Technology	☐	
Other Division Heads	☐	
Communication	☐	
Legal Review	☒	

Guest(s) Invited / Presenting:

Yes

CITY OF MUSKEGON

CONTRACT FOR HOUSING TAX EXEMPTION

This Agreement between **ALLEN CROSSING II LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 330 West Spring Street, Suite 430, Columbus, Ohio 43215 (the "Sponsor") and **CITY OF MUSKEGON**, whose address is 933 Terrace Street, Muskegon, Michigan (the "City") is made pursuant to the following terms:

RECITALS

A. The City has adopted Chapter 82, Article II "Taxation" of the City Code of Ordinances, providing for tax exemption (the "Ordinance") and providing for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a Federally-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.) (the "Act");

B. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or charge the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of the Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Agreement are essential to the determination of economic feasibility of the housing projects that is constructed with financing extended in reliance on such tax exemption.

C. The City acknowledges that the Sponsor (as identified above) has offered, subject to receipt of an allocation of Low Income Housing Tax Credits by the Michigan State Housing Development Authority, to construct/acquire, own and operate a proposed low-income housing project identified as Allen Crossing II on certain property located in the City at 181 Allen Avenue (the "Project") to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

D. The Sponsor, or an affiliate of the Sponsor to be formed, has entered or will enter into an agreement to form a limited dividend housing association limited partnership or limited liability company to function as owner of the proposed low-income housing Project. The owning entity to be formed will be identified as **ALLEN CROSSING II LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**.

E. The City desires to encourage construction and financing of the low-income housing Project which is identified by the working name of Allen Crossing II.

F. To further enable and encourage the construction of the housing Project, the Sponsor and the City enter into this Agreement.

G. The legal description of the Project is set forth in Exhibit A attached to this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

1.1. "Authority" means the Michigan State Housing Development Authority.

1.2. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, reduced by Utilities.

1.3. "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, reduced by Utilities.

1.4. "Low Income Persons and Families" means persons and families eligible to move into a housing project governed by Section 42 of the Internal Revenue Code, as amended, utilizing the area median income limits published by the U.S. Department of Housing and Urban Development for the City of Muskegon MSA or Muskegon County, whichever is applicable.

1.5. "LIHTC Program" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code, as amended.

1.6. "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

1.7. "Net Shelter Rents" means Annual Shelter Rent.

1.8. "Sponsor" means ALLEN CROSSING II LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, and any entity that receives or assumes a Mortgage Loan.

1.9. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

2. Class of Housing Projects. It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan or the LIHTC Program. It is further determined that Allen Crossing II is of this class.

3. Establishment of Annual Service Charge. As contemplated and pursuant to the Act, the City hereby grants an exemption from all ad valorem property taxes attributable to the buildings which consist of rental units offered to eligible Low-Income Persons and Families as defined above. Housing

projects within the eligible class set forth in Section 2 above and the property on which they are or will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority, in the case of a Sponsor receiving an Authority-financed Mortgage Loan, or the Sponsor and the mortgage lender, in the case of a Sponsor receiving a Federally aided Mortgage Loan, have established the economic feasibility of the housing projects for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, the City will accept payment of an annual service charge for the public services in lieu of all ad valorem property taxes. The annual service charge shall be equal to 6% of the Net Shelter Rents actually collected by the housing project during each operating year.

4. Term of Exemption. This exemption shall begin from and after the commencement of construction or rehabilitation, and shall continue for the period the housing project remains subject to income and rent restrictions pursuant to Section 42 of Internal Revenue Service Code of 1986, as amended (the "IRS Code"), or a Mortgage Loan remains outstanding, not to exceed 25 years. The City agrees to be contractually bound by this Agreement to honor the exemption status of the proposed project as provided herein and in this Agreement for the entire period during which the Project is subject to the income and rent restrictions under Section 42 of the IRS Code or is subject to a Mortgage Loan, provided that the said Mortgage Loan continues outstanding as more particularly set forth in Section 82-50 of the Ordinance, not to exceed 25 years.

5. Responsibilities of the Sponsor. The Sponsor agrees to perform the following:

5.1 The Sponsor shall pay the service charge and payment in lieu of all ad valorem taxes on or before July 1 of each year, beginning in the first year following the year in which the exemption is first effective, and continuing throughout the time the exemption is in effect. The service charge shall equal six percent (6%) of the Net Shelter Rents charged for all the LIHTC certified units in the exempt housing project for the preceding calendar year.

5.2 The Sponsor agrees to file all information required by the Ordinance and further to meet its obligations to the Authority in connection with the Authority's administration of the low-income housing tax credit program.

5.3 In lieu of the requirement to submit a statement of annual shelter rents or contract rents within 30 days after December 31 of each year, as required by Section 82-55 of the Ordinance, Sponsor shall submit an annual audit by April 1st. If not timely filed, or within 30 days after notice to Sponsor of said delinquency, a penalty of 1.25% of the service charge shall be imposed. This penalty shall be collectible in the same manner provided in Section 82-54 of the Ordinance.

6. Interpretation of Financing. The City agrees that it has reviewed the Sponsor's proposal for the construction or rehabilitation of the Project, and that receipt of a Mortgage Loan from the Authority or an allocation of low-income housing tax credits by the Authority will satisfy the eligibility requirements of Section 82-50 of the Ordinance.

7. Contractual Effect of Ordinance. Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

8. Payment of Service Charge. The annual service charge in lieu of taxes as established by

this Agreement shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before July 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

9. Limitation on the Payment of Annual Service Charge. Notwithstanding Section 4.1, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than Low Income Persons or Families as defined in Section 1.4 shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

10. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

11. Binding and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

12. Severability. The various sections and provisions of this Agreement shall be deemed to be severable, and should any section or provision of this Agreement be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Agreement as a whole or any section or provision of this Agreement, other than the section or provision so declared to be unconstitutional or invalid.

13. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Agreement are of no effect to the extent of such inconsistency or conflict.

14. Choice of Law; Venue. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan. 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 venue.

IN WITNESS WHEREOF, the parties have signed this Agreement on the following page, on the dates indicated.

CITY OF MUSKEGON

By: _____ Ken Johnson
Its: Mayor
Dated: _____

By: _____ Ann Meisch
Its: City Clerk
Dated: _____

**ALLEN CROSSING II LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP.**

a Michigan limited partnership

By: Allen Crossing II GP, LLC,
Its: General Partner

By: Spire Real Estate Holdings, LLC,
Its: Managing Member

By: _____
Print Name: _____
Its: Authorized Member
Dated: _____

EXHIBIT A

LEGAL DESCRIPTION

Project Location: 181 Allen Avenue, Muskegon, MI 49442

0.86 +/- acres

PIDN : 61-24-205-215-0001-00, 61-24-205-215-0001-10, 61-24-205-215-0002-00, 61-24-205-215-0003-00, 61-24-205-215-0004-00, 61-24-205-215-0007-00, 61-24-205-215-0010-00



MJ DMS 31007846v10



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Municipal Services Agreement with Spire Development for Allen Crossing II Senior Living LIHTC Application						
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development						
Brief Summary: Spire is seeking agreements with the city in order to submit 2 additional affordable senior housing development applications to MSHDA in the upcoming April 1, 2025 LIHTC round.							
Detailed Summary & Background: This site was previously submitted by General Capital Group, but they have elected to not move forward so that they can focus their attention on the recently awarded Nelson School project. Spire has reached a purchase agreement with property owner Wheelfish Group and would like to program a 40-50 unit senior apartment complex on the lot located at 181 Allen Avenue. This lot is contiguous to their current awarded projects under construction. The PILOT payment and MSA amounts requested are concurrent with the policy and identical to their last senior LIHTC agreement approved by commission in December 2023.							
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business							
Amount Requested: NA	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Fund(s) or Account(s): NA	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Recommended Motion: Motion to approve the Municipal Services Agreement between the City of Muskegon and Allen Crossing II Limited Dividend Housing Association Limited Partnership as presented and to authorize the Mayor and Clerk to sign.							
Approvals:	Guest(s) Invited / Presenting:						

Immediate Division Head			No
Information Technology			
Other Division Heads			
Communication			
Legal Review			

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT (“Agreement”) is entered into on this ___ day of M a r c h , 2 0 2 5 between **ALLEN CROSSING II LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership** its successors and/or assigns (the “Sponsor”) and the **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, MI 49440 (the “City”) is made pursuant to the following terms:

RECITALS

A. Sponsor has assumed an agreement to purchase a site in the City of Muskegon known as 181 Allen Avenue for the construction of a proposed low-income housing project (the “Project”).

B. The parties recognize that due to the high concentration of persons residing at the Project that the City will be providing a higher level and greater amount of Municipal Services (as defined in this Agreement) to the Project.

C. The City, through its Police and Fire Departments and otherwise, provides Municipal Services within the City. The Project will have special needs for these types of Municipal Services and Sponsor acknowledges that such needs may be greater than typically situated residential developments.

D. The Sponsor desires to guarantee that certain Municipal Services will be provided to the Project during the term that the Payment in Lieu of Tax (hereinafter referred to as the “Contract for Housing Exemption”) Ordinance for this Project is in place, such Municipal Services to include, but not be limited to:

1. Emergency services, including police and fire services specifically administered through the City, and, on public streets and sidewalks, maintenance, repair, snow removal, and street lighting; also to include other matters as the City deems necessary;
2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the Project;
3. Said municipal services shall be provided in the customary way and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Muskegon and City of Muskegon or other applicable jurisdictions or bodies.

(All of the above collectively referred to as “Municipal Services”)

4. Nothing in this Agreement shall be deemed to waive any defense to claims based on sovereign or governmental immunity.

AGREEMENT

The parties agree as follows:

1. **Provision of Services.** The City will provide the Municipal Services.
2. **Payment.** The Sponsor shall pay a service charge on or before July 1, of each year during the time the CONTRACT FOR HOUSING EXEMPTION is in effect (the “Municipal Service Fee”). The Municipal Service Fee shall be three (3%) percent of the net rent, which includes reductions for vacancies and collection losses, received annually, reduced by project paid utilities, starting during the calendar year that a unit in the Project is placed in service. The first year shall be pro-rated based on that portion of the City’s fiscal year (July 1 – June 30) that any unit is ready to be placed in service.
3. **Term.** Payment for Municipal Services shall commence during the calendar year the CONTRACT FOR HOUSING EXEMPTION Ordinance becomes effective and continue for as long as the CONTRACT FOR HOUSING EXEMPTION is in effect.
4. **Audit.** Sponsor shall submit, upon request, a copy of the annual audit of the Project prepared by an independent CPA’s along with the payment of the Municipal Service Fee.
5. **Exclusive Benefit.** The obligations of the Sponsor hereunder are imposed solely and exclusively for the benefit of the City and no other person or entity shall have the standing to enforce such obligations or be deemed to be beneficiaries of such obligations.
6. **Remedies.** The Sponsor agrees that if it does not perform its obligations under this Agreement the City is entitled to pursue any and all remedies legal or equitable that it is entitled to under Michigan law. The Sponsor agrees to be liable for all costs of collection including reasonable attorney’s fees and costs incurred by the City in the enforcement of the terms of this Agreement, if Sponsor is found to be in default of this Agreement by a court of competent jurisdiction.
7. **Assignment.** Upon the written consent of the City, the Sponsor may transfer or assign its rights and obligations under this Agreement to a buyer (“Transferee”) of the Project. The Transferee must agree to assume the Sponsor’s obligations under this Agreement and the Development Agreement which has been executed by the Sponsor with the City. Upon assignment and assumption of this Agreement by the Transferee (or an affiliate, as provided below), the Sponsor shall be relieved of any further liabilities or obligations accruing under this Agreement or the Development Agreement. Notwithstanding the foregoing, the Sponsor may assign this Agreement, without the written consent of the City, to an affiliate of Sponsor (provided that such affiliate agrees to assume the Sponsor’s obligations hereunder and provided that the Sponsor and assignee give prior notice of the assignment to the City with evidence that the assignee has agreed to assume the obligations of the Sponsor).

8. **Severability.** If any term or condition of this Agreement is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

9. **Notices.** All notices under this Agreement must be in writing and sent to the respective parties as follows:

If to Sponsor:

Attn: Thomas A. Grywalski
Allen Crossing II Limited Dividend Housing Association Limited Partnership
330 West Spring Street, Suite 430
Columbus, Ohio 43215

If to the City:

City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

Every notice must be in writing and sent by one of the following methods:

- a. Personal delivery, in which case delivery shall be deemed to occur the day of the delivery;
- b. Certified or registered mail, postage prepaid, return receipt requested, in which case delivery shall be deemed to occur the day it is officially recorded by the U.S. Postal Service that it has delivered it to the intended recipient; or
- c. Next day delivery by a recognized private delivery service such as Federal Express, providing proof of mailing and delivery comparable to certified or registered mail, return receipt requested, in which case delivery shall be deemed to occur upon delivery as recorded by the delivery service.

Either party may change the address provided in this paragraph for itself or its attorney by providing notice of such change to the other party as required in this paragraph.

10. **No Waiver.** No delay, omission, or failure of the City to act under this Agreement or to insist upon strict compliance with any term and condition of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a waiver of City's right to demand exact compliance with this Agreement. No waiver of any right or remedy of City shall be construed as a bar to or a waiver of any such right or remedy on any future occasion.

11. **Headings.** The headings in this Agreement have only been inserted for convenience and shall not affect the meaning or interpretation of this Agreement. No heading shall have any legal significance of any nature whatsoever.

12. **Binding Effect.** This Agreement shall be binding on the parties, their heirs, successors, and assigns.

13. **Amendments.** There shall be no modification or amendments to this Agreement, including this section, unless they are in writing and signed by all the parties to this Agreement.

14. **Governing Law.** This Agreement has been executed in the State of Michigan, and shall be governed by Michigan law.

15. **Complete Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written representations, negotiations and agreement on the subject matter stated herein.

{Signatures on next page}

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

CITY:

CITY OF MUSKEGON

Dated: _____, 2025

By: _____
Ken Johnson, Mayor

Dated: _____, 2025

By: _____
Ann Meisch, City Clerk

SPONSOR:

**ALLEN CROSSING II LIMITED DIVIDEND HOUSING
ASSOCIATION LIMITED PARTNERSHIP** a Michigan
limited partnership

By: Allen Crossing II GP, LLC
Its: Managing Member

By: Spire Real Estate Holdings, LLC,
Its: Managing Member

By: _____
Name: _____
Its: Authorized Signer



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: PILOT Agreement with Spire Development for Allen Crossing III Senior Housing LIHTC Application							
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development							
Brief Summary: Spire is seeking an application to MSHDA to achieve funding for another round of affordable senior housing next door to their project already under construction in the Apple Avenue Corridor.								
Detailed Summary & Background: This site was previously submitted by General Capital Group, but they have elected to not move forward so that they can focus their attention on the recently awarded Nelson School project. Spire has reached a purchase agreement with property owner Wheelfish Group and would like to program a 40-50 unit senior apartment complex on the lot located at 162 East Apple Avenue. This lot is contiguous to their current awarded projects under construction. The PILOT payment and MSA amounts requested are concurrent with the policy and identical to their last senior LIHTC agreement approved by commission in December 2023.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Progress toward completion of ongoing economic development projects Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: NA	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td><td></td></tr></table>	Yes		No		N/A	☒	
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Yes		No		N/A	☒			
Recommended Motion: Motion to approve the Contract for Housing Tax Exemption between the City of Muskegon and Allen Crossing III Limited Dividend Housing Association Limited Partnership and to authorize the Mayor and Clerk to sign.								

Approvals:

Immediate Division Head	☒	
Information Technology	☐	
Other Division Heads	☐	
Communication	☐	
Legal Review	☒	

Guest(s) Invited / Presenting:

Yes

CITY OF MUSKEGON

CONTRACT FOR HOUSING TAX EXEMPTION

This Agreement between **ALLEN CROSSING III LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 330 West Spring Street, Suite 430, Columbus, Ohio 43215 (the "Sponsor") and **CITY OF MUSKEGON**, whose address is 933 Terrace Street, Muskegon, Michigan (the "City") is made pursuant to the following terms:

RECITALS

A. The City has adopted Chapter 82, Article II "Taxation" of the City Code of Ordinances, providing for tax exemption (the "Ordinance") and providing for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a Federally-aided Mortgage Loan or an advance or grant from the Authority pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.) (the "Act");

B. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or charge the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of the Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Agreement are essential to the determination of economic feasibility of the housing projects that is constructed with financing extended in reliance on such tax exemption.

C. The City acknowledges that the Sponsor (as identified above) has offered, subject to receipt of an allocation of Low Income Housing Tax Credits by the Michigan State Housing Development Authority, to construct/acquire, own and operate a proposed low-income housing project identified as Allen Crossing III on certain property located in the City at 162 E Apple Avenue (the "Project") to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

D. The Sponsor, or an affiliate of the Sponsor to be formed, has entered or will enter into an agreement to form a limited dividend housing association limited partnership or limited liability company to function as owner of the proposed low-income housing Project. The owning entity to be formed will be identified as **ALLEN CROSSING III LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**.

E. The City desires to encourage construction and financing of the low-income housing Project which is identified by the working name of Allen Crossing III.

F. To further enable and encourage the construction of the housing Project, the Sponsor and the City enter into this Agreement.

G. The legal description of the Project is set forth in Exhibit A attached to this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

1.1. "Authority" means the Michigan State Housing Development Authority.

1.2. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, reduced by Utilities.

1.3. "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, reduced by Utilities.

1.4. "Low Income Persons and Families" means persons and families eligible to move into a housing project governed by Section 42 of the Internal Revenue Code, as amended, utilizing the area median income limits published by the U.S. Department of Housing and Urban Development for the City of Muskegon MSA or Muskegon County, whichever is applicable.

1.5. "LIHTC Program" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code, as amended.

1.6. "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

1.7. "Net Shelter Rents" means Annual Shelter Rent.

1.8. "Sponsor" means ALLEN CROSSING III LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, and any entity that receives or assumes a Mortgage Loan.

1.9. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

2. Class of Housing Projects. It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan or the LIHTC Program. It is further determined that Allen Crossing III is of this class.

3. Establishment of Annual Service Charge. As contemplated and pursuant to the Act, the City hereby grants an exemption from all ad valorem property taxes attributable to the buildings which consist of rental units offered to eligible Low-Income Persons and Families as defined above. Housing

projects within the eligible class set forth in Section 2 above and the property on which they are or will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority, in the case of a Sponsor receiving an Authority-financed Mortgage Loan, or the Sponsor and the mortgage lender, in the case of a Sponsor receiving a Federally aided Mortgage Loan, have established the economic feasibility of the housing projects for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, the City will accept payment of an annual service charge for the public services in lieu of all ad valorem property taxes. The annual service charge shall be equal to 6% of the Net Shelter Rents actually collected by the housing project during each operating year.

4. Term of Exemption. This exemption shall begin from and after the commencement of construction or rehabilitation, and shall continue for the period the housing project remains subject to income and rent restrictions pursuant to Section 42 of Internal Revenue Service Code of 1986, as amended (the "IRS Code"), or a Mortgage Loan remains outstanding, not to exceed 25 years. The City agrees to be contractually bound by this Agreement to honor the exemption status of the proposed project as provided herein and in this Agreement for the entire period during which the Project is subject to the income and rent restrictions under Section 42 of the IRS Code or is subject to a Mortgage Loan, provided that the said Mortgage Loan continues outstanding as more particularly set forth in Section 82-50 of the Ordinance, not to exceed 25 years.

5. Responsibilities of the Sponsor. The Sponsor agrees to perform the following:

5.1 The Sponsor shall pay the service charge and payment in lieu of all ad valorem taxes on or before July 1 of each year, beginning in the first year following the year in which the exemption is first effective, and continuing throughout the time the exemption is in effect. The service charge shall equal six percent (6%) of the Net Shelter Rents charged for all the LIHTC certified units in the exempt housing project for the preceding calendar year.

5.2 The Sponsor agrees to file all information required by the Ordinance and further to meet its obligations to the Authority in connection with the Authority's administration of the low-income housing tax credit program.

5.3 In lieu of the requirement to submit a statement of annual shelter rents or contract rents within 30 days after December 31 of each year, as required by Section 82-55 of the Ordinance, Sponsor shall submit an annual audit by April 1st. If not timely filed, or within 30 days after notice to Sponsor of said delinquency, a penalty of 1.25% of the service charge shall be imposed. This penalty shall be collectible in the same manner provided in Section 82-54 of the Ordinance.

6. Interpretation of Financing. The City agrees that it has reviewed the Sponsor's proposal for the construction or rehabilitation of the Project, and that receipt of a Mortgage Loan from the Authority or an allocation of low-income housing tax credits by the Authority will satisfy the eligibility requirements of Section 82-50 of the Ordinance.

7. Contractual Effect of Ordinance. Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

8. Payment of Service Charge. The annual service charge in lieu of taxes as established by

this Agreement shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before July 1st of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

9. Limitation on the Payment of Annual Service Charge. Notwithstanding Section 4.1, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than Low Income Persons or Families as defined in Section 1.4 shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

10. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

11. Binding and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

12. Severability. The various sections and provisions of this Agreement shall be deemed to be severable, and should any section or provision of this Agreement be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Agreement as a whole or any section or provision of this Agreement, other than the section or provision so declared to be unconstitutional or invalid.

13. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Agreement are of no effect to the extent of such inconsistency or conflict.

14. Choice of Law; Venue. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan. 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 venue.

IN WITNESS WHEREOF, the parties have signed this Agreement on the following page, on the dates indicated.

CITY OF MUSKEGON

By: _____ Ken Johnson
Its: Mayor
Dated: _____

By: _____ Ann Meisch
Its: City Clerk
Dated: _____

**ALLEN CROSSING III LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP.**

a Michigan limited partnership

By: Allen Crossing III GP, LLC,
Its: General Partner

By: Spire Real Estate Holdings, LLC,
Its: Managing Member

By: _____
Print Name: _____
Its: Authorized Member
Dated: _____

EXHIBIT A

LEGAL DESCRIPTION

Project Location: 162 E Apple Avenue, Muskegon, MI 49442

0.77 +/- acres

PIDN: 61-24-205-215-0002-00, 61-24-205-215-0003-00, 61-24-205-215-0004-00, 61-24-205-215-0006-00, 61-24-205-215-0007-00, 61-24-205-215-0010-00





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Municipal Services Agreement with Spire Development for Allen Crossing III Senior Housing LIHTC Application						
Submitted by: Jake Eckholm, Development Services Director	Department: Economic Development						
Brief Summary: Spire is seeking agreements with the city in order to submit 2 additional affordable senior housing development applications to MSHDA in the upcoming April 1, 2025 LIHTC round.							
Detailed Summary & Background: This site was previously submitted by General Capital Group, but they have elected to not move forward so that they can focus their attention on the recently awarded Nelson School project. Spire has reached a purchase agreement with property owner Wheelfish Group and would like to program a 40-50 unit senior apartment complex on the lot located at 162 East Apple Avenue. This lot is contiguous to their current awarded projects under construction. The PILOT payment and MSA amounts requested are concurrent with the policy and identical to their last senior LIHTC agreement approved by commission in December 2023.							
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business							
Amount Requested: NA	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Fund(s) or Account(s): NA	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Recommended Motion: Motion to approve the Municipal Services Agreement between the City of Muskegon and Allen Crossing III Limited Dividend Housing Association Limited Partnership as presented and to authorize the Mayor and Clerk to sign.							
Approvals:	Guest(s) Invited / Presenting:						

Immediate Division Head			No
Information Technology			
Other Division Heads			
Communication			
Legal Review			

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT (“Agreement”) is entered into on this ___ day of M a r c h , 2 0 2 5 between **ALLEN CROSSING III LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership** its successors and/or assigns (the “Sponsor”) and the **CITY OF MUSKEGON**, 933 Terrace Street, Muskegon, MI 49440 (the “City”) is made pursuant to the following terms:

RECITALS

A. Sponsor has assumed an agreement to purchase a site in the City of Muskegon known as 162 E Apple Avenue for the construction of a proposed low-income housing project (the “Project”).

B. The parties recognize that due to the high concentration of persons residing at the Project that the City will be providing a higher level and greater amount of Municipal Services (as defined in this Agreement) to the Project.

C. The City, through its Police and Fire Departments and otherwise, provides Municipal Services within the City. The Project will have special needs for these types of Municipal Services and Sponsor acknowledges that such needs may be greater than typically situated residential developments.

D. The Sponsor desires to guarantee that certain Municipal Services will be provided to the Project during the term that the Payment in Lieu of Tax (hereinafter referred to as the “Contract for Housing Exemption”) Ordinance for this Project is in place, such Municipal Services to include, but not be limited to:

1. Emergency services, including police and fire services specifically administered through the City, and, on public streets and sidewalks, maintenance, repair, snow removal, and street lighting; also to include other matters as the City deems necessary;
2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the Project;
3. Said municipal services shall be provided in the customary way and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Muskegon and City of Muskegon or other applicable jurisdictions or bodies.

(All of the above collectively referred to as “Municipal Services”)

4. Nothing in this Agreement shall be deemed to waive any defense to claims based on sovereign or governmental immunity.

AGREEMENT

The parties agree as follows:

1. **Provision of Services.** The City will provide the Municipal Services.
2. **Payment.** The Sponsor shall pay a service charge on or before July 1, of each year during the time the CONTRACT FOR HOUSING EXEMPTION is in effect (the “Municipal Service Fee”). The Municipal Service Fee shall be three (3%) percent of the net rent, which includes reductions for vacancies and collection losses, received annually, reduced by project paid utilities, starting during the calendar year that a unit in the Project is placed in service. The first year shall be pro-rated based on that portion of the City’s fiscal year (July 1 – June 30) that any unit is ready to be placed in service.
3. **Term.** Payment for Municipal Services shall commence during the calendar year the CONTRACT FOR HOUSING EXEMPTION Ordinance becomes effective and continue for as long as the CONTRACT FOR HOUSING EXEMPTION is in effect.
4. **Audit.** Sponsor shall submit, upon request, a copy of the annual audit of the Project prepared by an independent CPA’s along with the payment of the Municipal Service Fee.
5. **Exclusive Benefit.** The obligations of the Sponsor hereunder are imposed solely and exclusively for the benefit of the City and no other person or entity shall have the standing to enforce such obligations or be deemed to be beneficiaries of such obligations.
6. **Remedies.** The Sponsor agrees that if it does not perform its obligations under this Agreement the City is entitled to pursue any and all remedies legal or equitable that it is entitled to under Michigan law. The Sponsor agrees to be liable for all costs of collection including reasonable attorney’s fees and costs incurred by the City in the enforcement of the terms of this Agreement, if Sponsor is found to be in default of this Agreement by a court of competent jurisdiction.
7. **Assignment.** Upon the written consent of the City, the Sponsor may transfer or assign its rights and obligations under this Agreement to a buyer (“Transferee”) of the Project. The Transferee must agree to assume the Sponsor’s obligations under this Agreement and the Development Agreement which has been executed by the Sponsor with the City. Upon assignment and assumption of this Agreement by the Transferee (or an affiliate, as provided below), the Sponsor shall be relieved of any further liabilities or obligations accruing under this Agreement or the Development Agreement. Notwithstanding the foregoing, the Sponsor may assign this Agreement, without the written consent of the City, to an affiliate of Sponsor (provided that such affiliate agrees to assume the Sponsor’s obligations hereunder and provided that the Sponsor and assignee give prior notice of the assignment to the City with evidence that the assignee has agreed to assume the obligations of the Sponsor).

8. **Severability.** If any term or condition of this Agreement is found to be void, invalid, or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected or impaired and will continue in full force and effect.

9. **Notices.** All notices under this Agreement must be in writing and sent to the respective parties as follows:

If to Sponsor:

Attn: Thomas A. Grywalski
Allen Crossing III Limited Dividend Housing Association Limited Partnership
330 West Spring Street, Suite 430
Columbus, Ohio 43215

If to the City:

City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440

Every notice must be in writing and sent by one of the following methods:

- a. Personal delivery, in which case delivery shall be deemed to occur the day of the delivery;
- b. Certified or registered mail, postage prepaid, return receipt requested, in which case delivery shall be deemed to occur the day it is officially recorded by the U.S. Postal Service that it has delivered it to the intended recipient; or
- c. Next day delivery by a recognized private delivery service such as Federal Express, providing proof of mailing and delivery comparable to certified or registered mail, return receipt requested, in which case delivery shall be deemed to occur upon delivery as recorded by the delivery service.

Either party may change the address provided in this paragraph for itself or its attorney by providing notice of such change to the other party as required in this paragraph.

10. **No Waiver.** No delay, omission, or failure of the City to act under this Agreement or to insist upon strict compliance with any term and condition of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a waiver of City's right to demand exact compliance with this Agreement. No waiver of any right or remedy of City shall be construed as a bar to or a waiver of any such right or remedy on any future occasion.

11. **Headings.** The headings in this Agreement have only been inserted for convenience and shall not affect the meaning or interpretation of this Agreement. No heading shall have any legal significance of any nature whatsoever.

12. **Binding Effect.** This Agreement shall be binding on the parties, their heirs, successors, and assigns.

13. **Amendments.** There shall be no modification or amendments to this Agreement, including this section, unless they are in writing and signed by all the parties to this Agreement.

14. **Governing Law.** This Agreement has been executed in the State of Michigan, and shall be governed by Michigan law.

15. **Complete Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written representations, negotiations and agreement on the subject matter stated herein.

{Signatures on next page}

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

CITY:

CITY OF MUSKEGON

Dated: _____, 2025

By: _____
Ken Johnson, Mayor

Dated: _____, 2025

By: _____
Ann Meisch, City Clerk

SPONSOR:

**ALLEN CROSSING III LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED PARTNERSHIP** a
Michigan limited partnership

By: Allen Crossing III GP, LLC
Its: Managing Member

By: Spire Real Estate Holdings, LLC,
Its: Managing Member

By: _____
Name: _____
Its: Authorized Signer



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Muskegon Farmers Market Fees for 2025
Submitted by: Ann Meisch, City Clerk	Department: City Clerk

Brief Summary:
The Muskegon Farmers Market Committee met on March 13th, 2025 to review fees along with farmers market rules/updates.

Detailed Summary & Background:

	2024	Proposed 2025
Tier 1- Corner - 7 months	\$750	\$775
Tier 1 - Regular	\$700	\$725
Tier 2 - Regular	\$580	\$600
Tuesday May - June	\$25	\$25
Tuesday July - September	\$35	\$35
Tuesday October - November	\$25	\$25
Thursday May - November	\$20	\$20
Saturday May- November	\$45	\$50

It is recommended the Flea Market prices increase by \$1.
The committee has requested a \$20 late fee to vendors who do not show up on time and do not call, email, or text the market to let them know.
Vendors will continue to pay an additional \$1 each Saturday that goes towards the Marketing

budget of the Farmers Market.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:

Goal/Action Item:

2027 Goal 1: Destination Community & Quality of Life

Amount Requested:

Budgeted Item:

Yes	x	No		N/A		
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Fund(s) or Account(s):

Budget Amendment Needed:

Yes		No	x	N/A		
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Recommended Motion:

To approve the fees as listed above.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: March 25, 2025	Title: Rezoning of 1148 4th St and 318/350 Houston Ave							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: Staff-initiated request to rezone the properties at 1148 4 th St, 318 Houston Ave from Limited Business (B-1), and 350 Houston Ave from High-Density Multiple-Family Residential (RM-3) to Form-Based Code, Neighborhood Core (FBC, NC).								
Detailed Summary & Background: This area of "Midtown" was rezoned to Form Based Code in 2015. Most of the parcels were zoned to FBC, UR because they were either single-family, duplex, or small multiplex buildings. At the time, these three properties were left out of the rezoning because they did not fit the FBC, UR designation. However, staff has reviewed the form-based code and has determined that the FBC, NC designation will work well for these properties and the buildings and uses would be considered legally conforming. The Nelson Place apartments would be considered a Flex building in the form-based code and the new designation would even allow for mixed-uses if the chose to do that someday. The properties at 1148 4 th St and 318 Houston would be considered small multiplexes. Small multiplexes were not allowed as a permitted use in FBC, UR districts at that time, so this property was not included in the initial rezoning request of 2015. This density is allowed within the FBC, NC zoning designation and so are the office uses. The Planning Commission unanimously (7-0, two members absent) recommended approval of the rezoning request.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			

Recommended Motion:

I move to approve the request to rezone the properties at 1148 4th St, 318 Houston Ave, and 350 Houston Ave to Form-Based Code, Neighborhood Core.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

PLANNING COMMISSION PACKET EXCERPT

Hearing, Case 2025-13: Staff-initiated request to rezone the properties at 1148 4th St, 318 Houston Ave from Limited Business (B-1), and 350 Houston Ave from High-Density Multiple-Family Residential (RM-3) to Form-Based Code, Neighborhood Core (FBC, NC).

SUMMARY

This area of “Midtown” was rezoned to Form Based Code in 2015. Most of the parcels were zoned to FBC, UR because they were either single-family, duplex, or small multiplex buildings. At the time, these three properties were left out of the rezoning because they did not fit the FBC, UR designation. However, staff has reviewed the form-based code and has determined that the FBC, NC designation will work well for these properties and the buildings and uses would be considered legally conforming. The Nelson Place apartments would be considered a Flex building in the form-based code and the new designation would even allow for mixed-uses if the chose to do that someday. The properties at 1148 4th St and 318 Houston would be considered small multiplexes. Small multiplexes were not allowed as a permitted use in FBC, UR districts at that time, so this property was not included in the initial rezoning request of 2015. This density is allowed within the FBC, NC zoning designation and so are the office uses.

Staff held a focus group in February with all of the associated property owners. Those in attendance were very supportive of the initiative and requested that we move forward with the rezonings. Notice was sent to all properties within 300 feet of the properties to be rezoned. At the time of this writing, staff has not received any comments from the public.

Please see the attached FBC, NC zoning ordinance excerpt.

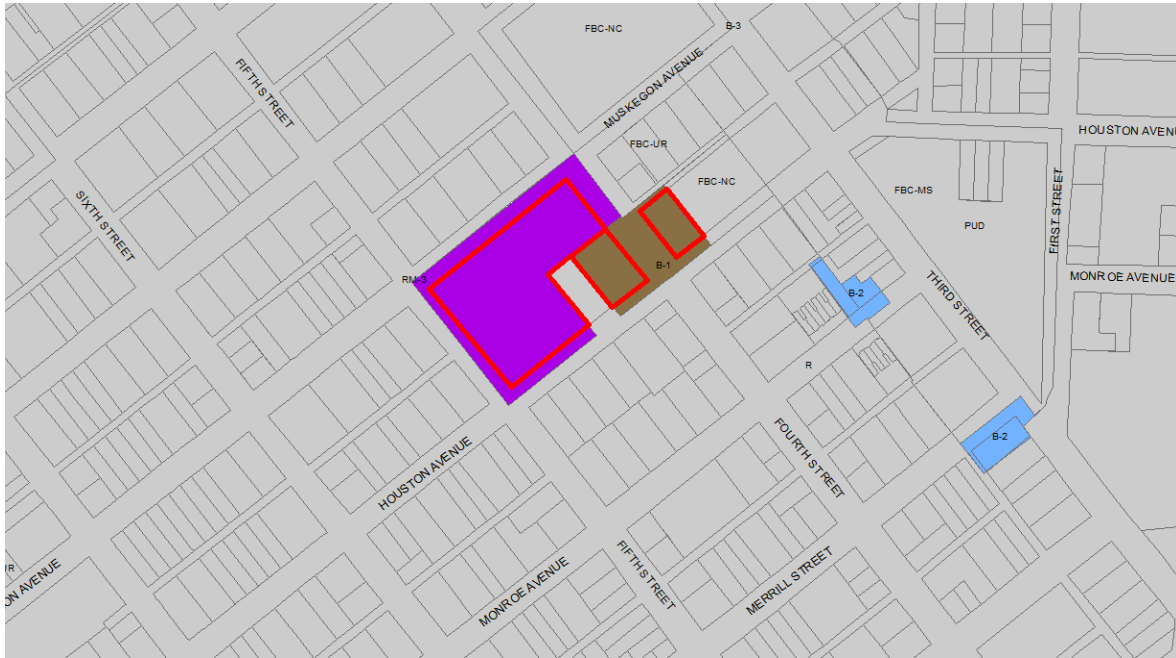
1148 4th St & 318 Houston Ave



350 Houston Ave



Zoning Map



Aerial 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 1148 4th St, 318 Houston Ave and 350 Houston Ave to FBC, NC.

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 to FBC, NC.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 1148 4th, 318 Houston Ave and 350 Houston Ave)

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 25th day of March, 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: _____, 2025 _____

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 March 25, 2025, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1148 4th St, 318 Houston Ave and 350 Houston Ave to FBC, NC.

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 _____, 2025

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: March 25, 2025	Title: Rezoning of 429, 433, 451, 461, 477, 485, 491, 501, 507, 513, 521, 527 E Apple Ave and 1022 Williams St.
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Staff-initiated request to rezone the following properties from Two-Family Residential (RT) to Form-Based Code, Neighborhood Edge (FBC, NE): 429/433/451/461/477/485/491/501/507/513/521/527 E Apple Ave and 1022 Williams St.	
Detailed Summary & Background: There are only 70 properties within the City that are zoned RT, Two-Family Residential. The zoning designation could be considered outdated because we now have the FBC, UR designation that also allows for duplexes. The RT designation requires large lots for the development of duplexes, whereas the FBC designation allows for their development on smaller lots. RT lots must be at least 8,712 sf in size and at least 75 feet wide. This requirement makes almost all properties zoned RT legally-non-conforming because they are not wide enough. Nothing could be developed on most of these properties and the existing houses are considered grandfathered. A duplex in the FBC designation can be built on a lot that is only 40 feet wide. The FBC, UR designation allows for single-family detached houses, duplexes and accessory dwellings units. It also allows for triplexes if there is an alley present. Staff recommends eliminating the RT zoning designation. In order to do so, we must first rezone all 70 of the RT properties that currently exist. Staff proposes to rezone these 10 properties to FBC, NE because they are located along Apple Ave adjacent to a business district and there are also alleys present, so the infrastructure already exists to support higher density. Staff held a focus group in February with all of the associated property owners. Those in attendance were very supportive of the initiative and requested that we move forward with the rezonings. Notice was sent to all properties within 300 feet of the properties to be rezoned. At the time of this writing, staff has not received any comments from the public. The Planning Commission unanimously (7-0, two members absent) recommended approval of the rezoning request.	
Goal/Focus Area/Action Item Addressed: Key Focus Areas:	

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
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Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	X	
-----	--	----	--	-----	---	--

Recommended Motion:

I move to approve the request to rezone the addresses listed above from RT to FBC, NE.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

PLANNING COMMISSION PACKET EXCERPT

Hearing, Case 2025-14: Staff-initiated request to rezone the following properties from Two-Family Residential (RT) to Form-Based Code, Neighborhood Edge (FBC, NE):

429/433/451/461/477/485/491/501/507/513/521/527 E Apple Ave and 1022 Williams St.

SUMMARY

There are only 70 properties within the City that are zoned RT, Two-Family Residential. The zoning designation could be considered outdated because we now have the FBC, UR designation that also allows for duplexes.

The RT designation requires large lots for the development of duplexes, whereas the FBC designation allows for their development on smaller lots. RT lots must be at least 8,712 sf in size and at least 75 feet wide. This requirement makes almost all properties zoned RT legally-non-conforming because they are not wide enough. Nothing could be developed on most of these properties and the existing houses are considered grandfathered. A duplex in the FBC designation can be built on a lot that is only 40 feet wide.

The FBC, UR designation allows for single-family detached houses, duplexes and accessory dwellings units. It also allows for triplexes if there is an alley present.

Staff recommends eliminating the RT zoning designation. In order to do so, we must first rezone all 70 of the RT properties that currently exist. Staff proposes to rezone these 10 properties to FBC, NE because they are located along Apple Ave adjacent to a business district and there are also alleys present, so the infrastructure already exists to support higher density.

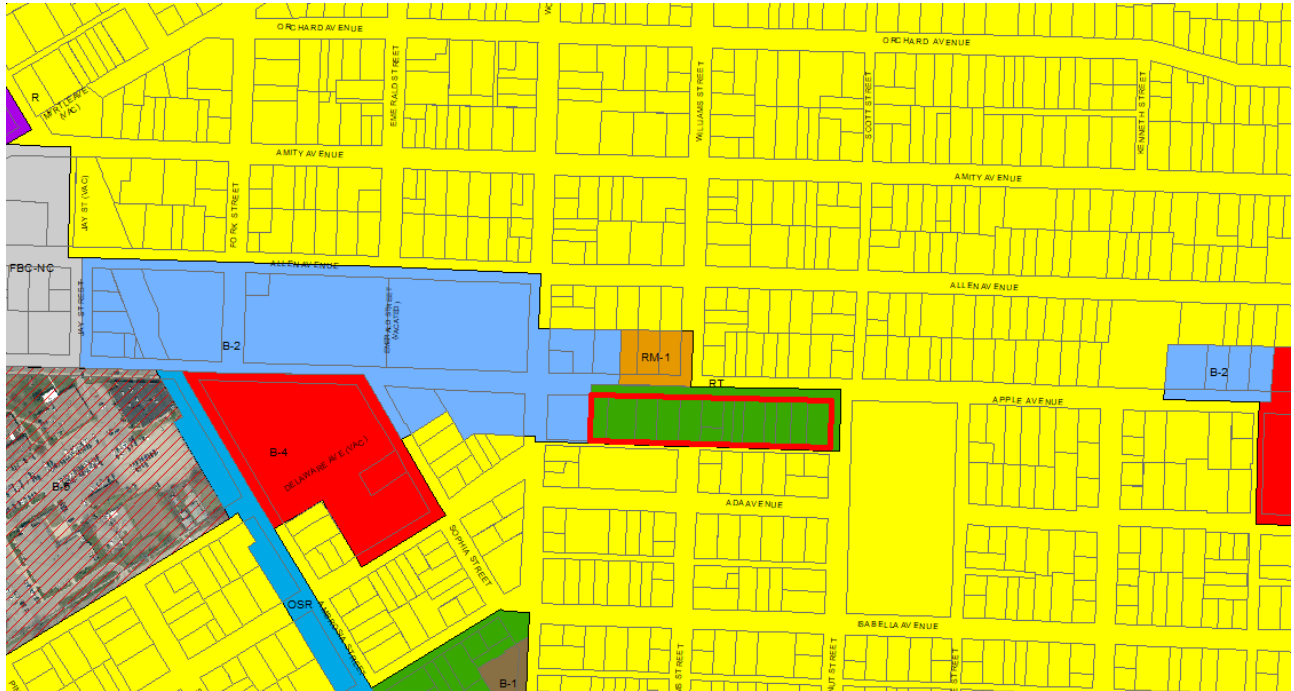
Staff held a focus group in February with all of the associated property owners. Those in attendance were very supportive of the initiative and requested that we move forward with the rezonings. Notice was sent to all properties within 300 feet of the properties to be rezoned. At the time of this writing, staff has not received any comments from the public.

Please see the attached zoning ordinance excerpts for R and RT zones.

RT Lots Facing Apple Ave



Zoning Map



Aerial Map



Building Types Allowed in FBC, NE

CONTEXT AREAS AND USE

SECTION 2005

2005.09 NEIGHBORHOOD EDGE (NE) CONTEXT AREA

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

BUILDING TYPE WITH FRONTAGE OPTION		NEIGHBORHOOD EDGE (NE) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with BALCONY	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with TERRACE	Conditional *	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with FORECOURT	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with DRIVE-THROUGH	By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
RETAIL BUILDING TYPE	with STOREFRONT	By Right	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with TERRACE	Conditional*	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
	with DRIVE-THROUGH	By Right	1 story building limit	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.
FLEX BUILDING TYPE	with STOREFRONT	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with TERRACE	Conditional*	3 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with FORECOURT	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
	with DOORYARD	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 250' max. Lot Depth: 100' min.
COTTAGE RETAIL BUILDING TYPE	with STOREFRONT	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with DOORYARD	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
LIVE / WORK BUILDING TYPE	with STOREFRONT	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with DOORYARD	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with LIGHTWELL	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 35' max. Lot Depth: 80' min.
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT			
	with DOORYARD			
	with STOOP			
	with PROJECTING PORCH			
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 18' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story building required	Lot Width: 40' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	2 story max. / 1 story min.	Lot Width: 30' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story building required	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)
CIVIC BUILDING TYPE		By Right	3 story max. / 2 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

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 429, 433, 451, 461, 477, 485, 491, 501, 507, 513, 521, 527 E Apple Ave and 1022 Williams St to FBC, NE.

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 to FBC, NE.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 429, 433, 451, 461, 477, 485, 491, 501, 507, 513, 521, 527 E Apple Ave and 1022 Williams St)

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 25th day of March, 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: _____, 2025 _____

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 March 25, 2025, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 429, 433, 451, 461, 477, 485, 491, 501, 507, 513, 521, 527 E Apple Ave and 1022 Williams St to FBC, NE.

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 _____, 2025

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: March 25, 2025	Title: Rezoning of several properties from Two-Family Residential (RT) to Neighborhood Residential (R).
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Staff-initiated request to rezone the following properties from Two-Family Residential (RT) to Neighborhood Residential (R): 410/420/428/438/448/456/466/478/508/524/528/530/532/558/562/568/580/586/592/600 Adams Ave, 275 Marshall St, 462/478/494/508/524/540/556/568/594 S Quarterline Rd, 1150/1160/1168/1192/1206 Ambrosia St, 370/376/384/390 Catherine Ave, 1174/1185/1191 Wood St, 353/357/361/369 E Isabella Ave, 1113/1119 Sophia St, 396/422/428/438 McLaughlin Ave, 463 Catawba Ave, 557 McLaren St, 2407 Barclay St, 11/17 Delaware Ave, and 955 W. Laketon Ave.	
Detailed Summary & Background: As described in the previous case, staff recommends eliminating the RT zones because we now have better options to allow for duplexes and higher densities. Staff is proposing to rezone these properties from RT to R, Neighborhood Residential. These lots fit the size requirements for the proposed zoning district and the rezonings will make most of these lots legally conforming, whereas most of them are considered legally, non-conforming under the RT designation. These lots are characterized as small-to-medium sized residential lots without the presence of an alley. Without an alley present, the R designation allows only single-family detached houses, duplexes, and accessory dwelling units. Triplexes would not be allowed because there are no alleys associated with these lots. Staff held a focus group in February with all of the associated property owners. Those in attendance were very supportive of the initiative and requested that we move forward with the rezonings. Notice was sent to all properties within 300 feet of the properties to be rezoned. At the time of this writing, staff has not received any comments from the public. The Planning Commission unanimously (7-0, two members absent) recommended to approve the rezoning request.	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business	

Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: I move to approve the request to rezone the above listed addresses from Two-Family Residential (RT) to Neighborhood Residential (R).																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review																

PLANNING COMMISSION PACKET EXCERPT

Hearing, Case 2025-15: Staff-initiated request to rezone the following properties from Two-Family Residential (RT) to Neighborhood Residential (R):

410/420/428/438/448/456/466/478/508/524/528/530/532/558/562/568/580/586/592/600 Adams Ave,
275 Marshall St, 462/478/494/508/524/540/556/568/594 S Quarterline Rd, 1150/1160/1168/1192/1206
Ambrosia St, 370/376/384/390 Catherine Ave, 1174/1185/1191 Wood St, 353/357/361/369 E Isabella
Ave, 1113/1119 Sophia St, 396/422/428/438 McLaughlin Ave, 463 Catawba Ave, 557 McLaren St, 2407
Barclay St, 11/17 Delaware Ave, and 955 W. Laketon Ave.

SUMMARY

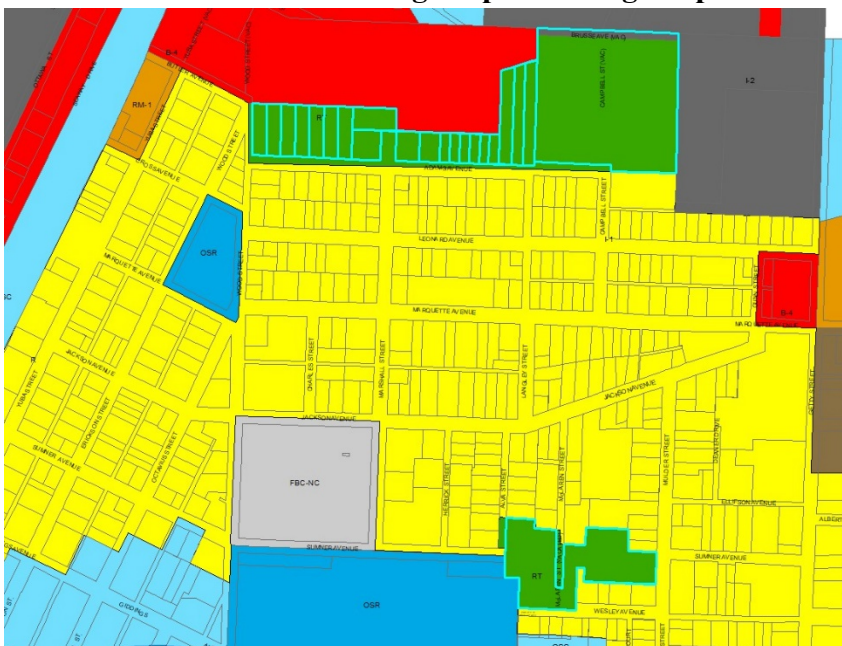
As described in the previous case, staff recommends eliminating the RT zones because we now have better options to allow for duplexes and higher densities.

Staff is proposing to rezone these properties from RT to R, Neighborhood Residential. These lots fit the size requirements for the proposed zoning district and the rezonings will make most of these lots legally conforming, whereas most of them are considered legally, non-conforming under the RT designation. These lots are characterized as small-to-medium sized residential lots without the presence of an alley. Without an alley present, the R designation allows only single-family detached houses, duplexes, and accessory dwelling units. Triplexes would not be allowed because there are no alleys associated with these lots.

Staff held a focus group in February with all of the associated property owners. Those in attendance were very supportive of the initiative and requested that we move forward with the rezonings. Notice was sent to all properties within 300 feet of the properties to be rezoned. At the time of this writing, staff has not received any comments from the public.

Please see the attached zoning ordinance excerpts for R and RT zones.

Zoning Maps Showing Proposed RT to R Zones



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 the following properties to R, Neighborhood Residential:

410/420/428/438/448/456/466/478/508/524/528/530/532/558/562/568/580/586/592/600 Adams Ave, 275 Marshall St, 462/478/494/508/524/540/556/568/594 S Quarterline Rd, 1150/1160/1168/1192/1206 Ambrosia St, 370/376/384/390 Catherine Ave, 1174/1185/1191 Wood St, 353/357/361/369 E Isabella Ave, 1113/1119 Sophia St, 396/422/428/438 McLaughlin Ave, 463 Catawba Ave, 557 McLaren St, 2407 Barclay St, 11/17 Delaware Ave, and 955 W. Laketon Ave

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 to R, Neighborhood Residential.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 410/420/428/438/448/456/466/478/508/524/528/530/532/558/562/568/580/586/592/600 Adams Ave, 275 Marshall St, 462/478/494/508/524/540/556/568/594 S Quarterline Rd, 1150/1160/1168/1192/1206 Ambrosia St, 370/376/384/390 Catherine Ave, 1174/1185/1191 Wood St, 353/357/361/369 E Isabella Ave, 1113/1119 Sophia St, 396/422/428/438 McLaughlin Ave, 463 Catawba Ave, 557 McLaren St, 2407 Barclay St, 11/17 Delaware Ave, and 955 W. Laketon Ave)

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 25th day of March, 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: _____, 2025 _____

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 March 25, 2025, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for the following properties to R, Neighborhood Residential: 410/420/428/438/448/456/466/478/508/524/528/530/532/558/562/568/580/586/592/600 Adams Ave, 275 Marshall St, 462/478/494/508/524/540/556/568/594 S Quarterline Rd, 1150/1160/1168/1192/1206 Ambrosia St, 370/376/384/390 Catherine Ave, 1174/1185/1191 Wood St, 353/357/361/369 E Isabella Ave, 1113/1119 Sophia St, 396/422/428/438 McLaughlin Ave, 463 Catawba Ave, 557 McLaren St, 2407 Barclay St, 11/17 Delaware Ave, and 955 W. Laketon Ave

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 _____, 2025

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: March 25, 2025	Title: Rezoning of 1769, 1733, 1715, 1766, 1752, 1736, 1724, 1720, and 1714 Beidler St.							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: Staff-initiated request to rezone the following properties from Neighborhood Residential (R) to Form-Based Code, Neighborhood Edge (FBC-NE): 1769/1733/1715/1766/1752/1736/1724/1720/1714 Beidler St.								
Detailed Summary & Background: This section of Beidler St intersects with the business district along Laketon Ave and is comprised mostly of mixed-use and retail buildings. However, many of the buildings and most of their uses are considered legally non-conforming because they are all zoned R, Neighborhood Residential. The current zoning designation limits development and use options and requires building owners to apply for Special Use Permits for any commercial or multifamily uses. Staff believes these buildings would be better served with a Form Based Code designation that allows for mixed-uses by right. The mid-block alley serves as a natural barrier between the properties proposed for rezoning and the R district to the north. The property at 1727 Beidler St was recently rezoned to FBC, NE this February. The Planning Commission unanimously (7-0, two members absent) recommended to approve the rezoning request.								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: I move to approve the request to rezone for the addresses listed above from R, Neighborhood Residential to Form Based Code, Neighborhood Edge.								

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

PLANNING COMMISSION PACKET EXCERPT

Hearing, Case 2025-11: Staff-initiated request to rezone the following properties from Neighborhood Residential (R) to Form-Based Code, Neighborhood Edge (FBC-NE):
1769/1733/1715/1766/1752/1736/1724/1720/1714 Beidler St.

SUMMARY

This section of Beidler St intersects with the business district along Laketon Ave and is comprised mostly of mixed-use and retail buildings. However, many of the buildings and most of their uses are considered legally non-conforming because they are all zoned R, Neighborhood Residential. The current zoning designation limits development and use options and requires building owners to apply for Special Use Permits for any commercial or multifamily uses. Staff believes these buildings would be better served with a Form Based Code designation that allows for mixed-uses by right. The midblock alley serves as a natural barrier between the properties proposed for rezoning and the R district to the north. The property at 1727 Beidler St (listed on map on following page) was recently rezoned to FBC, NE this February.

In the master plan, goal two in the [economic development](#) section calls to “create viable commercial corridors and community nodes.” All five of the action steps associated with this goal appear to relate to this amendment request.

- Invest in placemaking opportunities that capitalize on community assets.
- Encourage the formation of business district associations and development of corridor improvement plans for active business districts.
- Support retail development, growth, and expansion through zoning amendments and economic incentives that encourage a range of potential unit sizes.
- Promote walkability through pedestrian-focused ground-level activities and use micro-transit to bridge long distances.
- Simplify zoning regulations to permit flexibility in business types.

Staff held a focus group in February with all of the associated property owners. Those in attendance were very supportive of the initiative and requested that we move forward with the rezonings. Notice was sent to all properties within 300 feet of the properties to be rezoned. At the time of this writing, staff has not received any comments from the public.

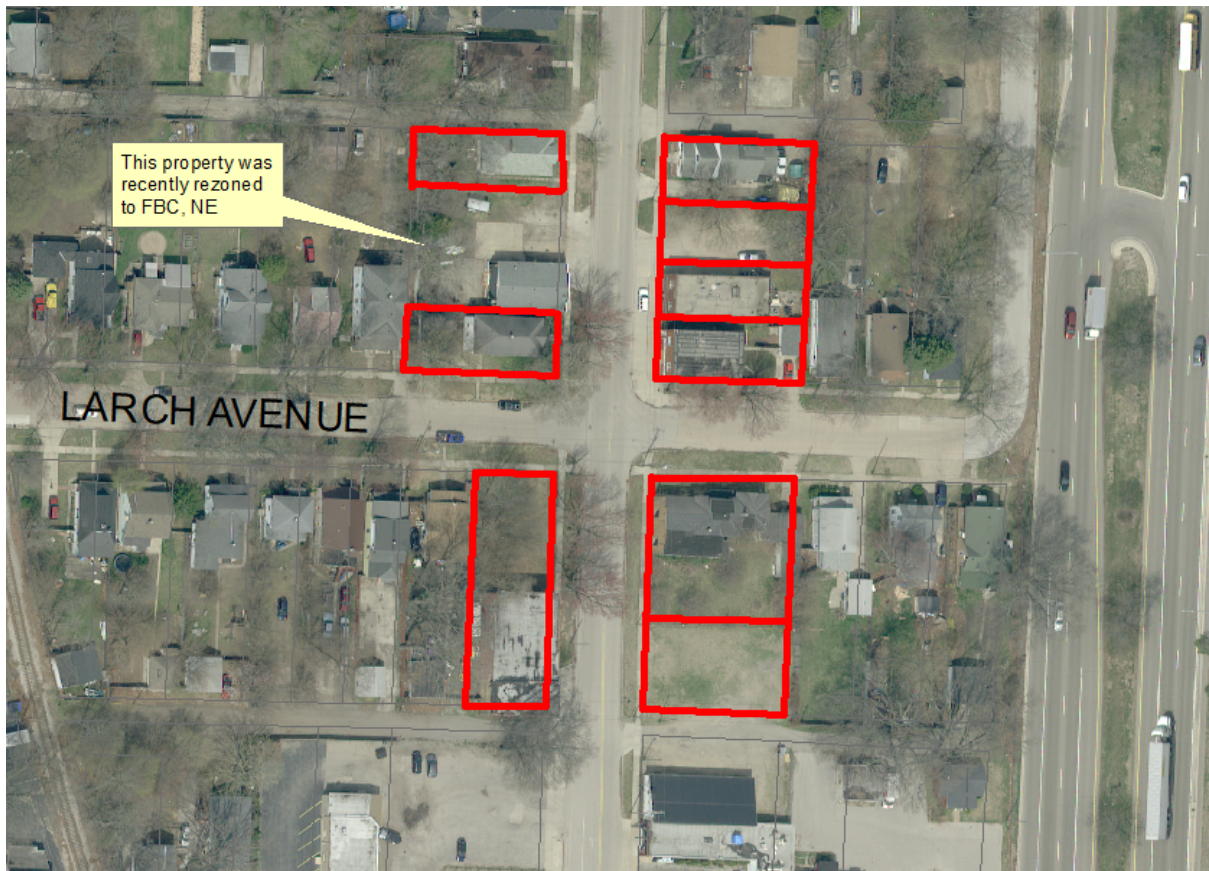




Zoning Map



Aerial 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 1769, 1733, 1715, 1766, 1752, 1736, 1724, 1720, and 1714 Beidler St from Neighborhood Residential (R) to Form Based Code, Neighborhood Edge (FBC, NE).

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 from B-2 to FBC, NE.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning of 1769, 1733, 1715, 1766, 1752, 1736, 1724, 1720, and 1714 Beidler to FBC, NE)

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 25th day of March, 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: _____, 2025 _____

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 March 25, 2025, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1769, 1733, 1715, 1766, 1752, 1736, 1724, 1720, and 1714 Beidler St from R to FBC, NE.

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 _____, 2025

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354