

**City of Muskegon
City Commission Meeting
Agenda**

February 28, 2023, 5:00 pm

Muskegon City Hall

933 Terrace Street, Muskegon, MI 49440

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 Street, Muskegon, MI 49440; 231-724-6705; clerk@shorelinecity.com

Pages

- 1. Call To Order**
- 2. Prayer**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Honors, Awards, and Presentations**
 - 5.a Introduce New Staff - Department of Public Works**
 - 5.b Ken James from Muskegon Community College**
 - 5.c Fair Housing Settlement Update - Community and Neighborhood Services**
- 6. Public Comment on Agenda Items**

7.	Consent Agenda	
7.a	<u>Approval of Minutes - City Clerk</u>	2
7.b	<u>Financing a Fire Pumper Truck - Finance</u>	25
7.c	<u>Landscaping Contract - Department of Public Works</u>	29
7.d	<u>Sale of 769 Catawba - Community and Neighborhood Services</u>	35
7.e	<u>Relocation Plan - Community & Neighborhood Services</u>	37
7.f	<u>1194 Pine Lease Agreement</u>	45
8.	Public Hearings	
9.	Unfinished Business	
9.a	<u>Housing Board of Appeals, Demolition 835 W. Forest - Public Safety</u>	62
10.	New Business	
10.a	<u>Housing Board of Appeals, Demolition - 771 McLaughlin Ave & 1984 Reynolds St. - Public Safety</u>	68
11.	Any Other Business	
12.	Public Comment on Non-Agenda items	
13.	Closed Session	
14.	Adjournment	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 28, 2023		Title: Fair Housing Settlement	
Submitted By: Sharonda Carson		Department: CNS	
Brief Summary: Presenting update on Fair Housing of West Michigan settlement with Fannie Mae.			
Detailed Summary & Background: N/A			
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>			
Amount Requested:		Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: Information only			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i>		Guest(s) Invited / Presenting	
Immediate Division Head	☐	Information Technology	☐
Other Division Heads	☐	Communication	☐
Legal Review	☐		
For City Clerk Use Only:		Yes ☐	
Commission Action:		No ☐	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: February 28, 2023	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the corrected September 13, 2022 minutes and the January 24, 2023 Regular Meeting.	
Detailed Summary: The minutes for September 13, 2022 need to be corrected to include the correct motion language for New Business, Item A – Adelaide Pointe Cooperative Use Agreement. The minutes that were previously approved included motion language for the wrong item. Motion by Commissioner Emory, second by Commissioner Ramsey, to approve the request to rezone the properties at 2043, 2051, 2065, and 2075 Dowd from R-3, High Density Single Family Residential to Form Based Code, Urban Residential. *2/28/23 CORRECTION TO MOTION LANGUAGE below: *Motion by Commissioner Ramsey, second by Commissioner Hood, to approve the updated cooperative use agreement and rescind the development agreement formerly approved on October 26, 2021 for the Adelaide Pointe development.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

SEPTEMBER 13, 2022 @ 5:30 P.M.

MUSKEGON CITY COMMISSION CHAMBERS

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, September 13, 2022, Vice Mayor Willie German, Jr., opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

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

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2022-79 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the August 8, 2022 and the August 9, 2022 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

C. General Fund Transfers for FY2021-22 Finance

SUMMARY OF REQUEST: During the close out of fiscal year 2021-22 and based on the financial results for the fiscal year ended June 30, 2022 we want to transfer \$115,000 from the General Fund to the Trinity health Arena Fund to eliminate a fund balance deficit. Also, we want to transfer \$2,500 from the General Fund to the Tree Fund to eliminate a fund balance deficit. Finally, we want to transfer \$40,750.14 from the General Fund to the State Grants fund to cover bad debt. Staff is requesting formal approval of these General Fund transfers.

At the close of FY2021-22 three funds that required a transfer from the General Fund. (1) the FY2021-22 budget called for a General Fund transfer of \$115,000 to the Trinity health Arena Fund to avoid a fund balance deficit. The original budget REQUESTED A

\$350,000 TRANSFER TO THE Trinity Health Arena. The Arena's revenue was better than projected and we thought the Arena did not need any transfer from the General Fund. However, at the end of the 2021-22 year the expenditures exceeded revenue by approximately \$115,000. (2) The Tree fund has a small deficit that needs to be covered by the General Fund of \$2,500 to avoid a fund balance deficit. (3) The FY2021-22 budget called for General Fund transfer of \$40,750.41 to the State Grant fund to write off bad debt from the CMI Site Assessment and Hendrickson Brownfield loan. Commission previously approve the debt write off at the July 26, 2022 meeting. Now we are officially asking to transfer the funds from the General Fund to complete the debt write off.

STAFF RECOMMENDATION: To approve the General Fund transfers of \$115,000 to the Trinity Health Fund, \$40,750.14 to the State Grants Fund, and \$2,500 to the Tree Replacement Fund.

D. PowerMIFleet Enrollment Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to enroll in the PowerMIFleet Program.

The PowerMIFleet program through Consumers Energy provides assistance to the City in seeking to begin consideration for electrifying the city's fleet of vehicles. Through the program Consumers Energy will provide a number of services to assist the city in a number of ways.

- Review of existing fleet to determine the vehicles best suited for electrification.
- Review of existing facilities to determine the best location for installation of charging infrastructure.
- Identification and pursuit of grants and rebates to support the initiative.

There is no immediate cost for enrollment in the program, however in exchange for enrollment in the program, the city is making a commitment to purchase and deploy at least one (1) electric vehicle through the program. There is no set timeline for when that needs to be accomplished but note that the current FY budget did not propose any EV so if there is opportunity to take action yet this FY there could be unbudgeted costs with minimal modification provided they are not excessive.

STAFF RECOMMENDATION: Authorize staff to enroll in the PowerMIFleet Program with Consumers Energy.

F. Wastewater Committee Public Works

SUMMARY OF REQUEST: Staff is requesting approval of the resolution to designate the representatives for the County Wastewater Committee.

Staff is requesting to update this resolution to replace the City Manager with the Deputy DPW Director as the alternate representative on the County Wastewater Committee.

STAFF RECOMMENDATION: Approve the resolution appointing the DPW Director as the representative to the County Wastewater Committee and the Deputy DPW Director as the alternate representative and authorize the Clerk to sign.

H. MDEGLE Grant Agreement Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to sign the grant agreement with MDEGLE.

The City of Muskegon was awarded a \$687,000 grant from the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) through their Drinking Water Infrastructure (DWI) Program. The grant is tied to the 2023 project on Sanford Street; with the remainder of the project expenses financed through the state revolving fund programs which provide additional principal forgiveness in addition to the grant dollars awarded through the DWI program.

The grant and revolving fund programs continue to help ensure we can deliver an efficient and effective capital program within our water/sewer systems. Even though the programs require additional work to meet compliance along with carrying several provisions that would otherwise be optional for the city (Buy America for Iron/Steel Components & Prevailing Wage) the grants, principal forgiveness, and financing terms available to the city through these programs have provided immense benefit.

Accepting the grant will not run concurrent with our other work on Sanford Street and does not add any expenses to the City.

Staff is recommending acceptance of the grant and plans to continue pursuing additional opportunities for future financing within the state programs.

STAFF RECOMMENDATION: To authorize staff to sign and accept the grant agreement with MDEGLE.

I. Back Hoe Purchase DPW/Equipment

SUMMARY OF REQUEST: Backhoe purchase from Michigan Cat, the MI-Deal State contract holder for a price of \$121,000. The Equipment Division is seeking permission to purchase one new backhoe from Michigan Caterpillar, the Mi-Deal contract holder for a price of \$121,000 coming from the 2022/23 budget. This backhoe will replace one of our older machines.

AMOUNT REQUESTED: \$121,000 AMOUNT BUDGETED: \$121,000

FUND OR ACCOUNT: Equipment Account

STAFF RECOMMENDATION: To approve the Equipment Division to proceed with the purchase.

K. US Army Corps of Engineers Lease City Manager

SUMMARY OF REQUEST: Staff is requesting approval to renew the lease with the US Army Corps of Engineers for use of the navigation structures at the Muskegon Harbor Federal Navigation Project.

The lease would authorize the continuation of passive recreational activities on the US South Breakwater, the US South Revetment and Pier, and allow for the operation and maintenance of pier safety devices on the US North and South Breakwaters

STAFF RECOMMENDATION: To approve the lease renewal with the US Army Corps of Engineers and authorize the mayor and clerk to sign.

L. Juneteenth Holiday City Manager

SUMMARY OF REQUEST: Staff is seeking approval to add the federally recognized Juneteenth holiday as a recognized for all city staff starting in 2023.

The holiday will be observed on the same date as the federal Juneteenth holiday each year.

Each union's language relating to holiday pay, time off for holidays, compensatory time, and overtime on a holiday will apply to the Juneteenth holiday as it would to any other recognized holiday for that union.

STAFF RECOMMENDATION: To approve the inclusion of Juneteenth as a recognized holiday for all city staff beginning in 2023.

M. Email Migration to the Cloud with Enhanced Security, Backup, and User Training Information Technology

SUMMARY OF REQUEST: Authorize the migration of our on-prem systems to a cloud-hosted solution adding advanced email protection, backup, archival, and user security awareness training.

To improve the security and functionality of the user email experience. The I.T. Department would like to upgrade and move our email systems to Microsoft's government cloud protected by a Barracuda Networks advanced email security solution. This migration provides benefits such as larger mailbox storage (50GB per mailbox), advanced net-gen AI threat protection, cloud-to-cloud backup and archival, and end-user security awareness training. The initial cost for the first year of cloud-hosted services and full implementation is \$64,000. The yearly cloud subscription fee for subsequent years will be \$49,000. Broken down, these subscriptions amounts are \$4 per user per month for email and \$10.89 per user per month for protection, training, archival and backup. Amounts are budgeted.

AMOUNT REQUESTED: \$64,000

AMOUNT BUDGETED: \$64,000

FUND OR ACCOUNT: 101-228

STAFF RECOMMENATION: To approve the implementation of cloud-hosted email with added advanced protection, archival, backup, and training.

N. District Library Board Appointment City Clerk

SUMMARY OF REQUEST: To appoint Clayton Hardiman to the District Library Board, term expiring June 30, 2026.

STAFF RECOMMENDATION: To make the appointment.

Motion by Vice Mayor German, second by Commissioner Ramsey, to accept the consent agenda as presented, minus items B, E, G, and J.

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

Nays: None

MOTION PASSES

2022-80 REMOVED FROM CONSENT AGENDA:

B. Flag Policy City Clerk

SUMMARY OF REQUEST: To adopt the updated flag policy.

Based on the Attorney's recommendation, staff felt it necessary to recommend changes to our current flag policy. The proposed policy would not allow the flying of any flags with the exception of United States of America, State of Michigan, the County of Muskegon, the City of Muskegon flag, a Sister Cities of the City of Muskegon flag, and visiting dignitaries from the Embassy and/or Consulate that are formally acknowledged by the Mayor and/or City Commission.

STAFF RECOMMENDATION: To adopt the amended flag policy as presented.

Motion by Commissioner St.Claire, second by Commissioner Hood, to adopt the amended flag policy as presented.

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

Nays: None

MOTION PASSES

E. Shoreline Drive Engineering Amendment Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to sign the amendment to the professional services agreement with Progressive AE in relation to the Shoreline Drive Road Diet.

ProgressiveAE is requesting an amendment to the professional services agreement related to a change on the Shoreline Drive project outside of the original scope. The amendment requests an additional \$13,700 which represents a 28% increase on the original \$49,090 contract and requires commission approval based on the percentage increase.

The additional costs are related to a change in the project scope to complete the pilot in two separate phases rather than a single phase. The split phasing required the engineer to develop additional sets of plans and also provides an opportunity for additional data collection during both phases which was not originally anticipated in the scope.

AMOUNT REQUESTED: \$13,700 (INCREASE) AMOUNT BUDGETED: \$115,000
\$62,790 (TOTAL) (21/22 & 22/23)

FUND OR ACCOUNT: 202

STAFF RECOMMENDATION: Authorize staff to approve the amendment request with ProgressiveAE for Shoreline Drive Traffic Engineering.

Motion by Vice Mayor German, second by Commissioner Emory, to approve the amendment request with ProgressiveAE for Shoreline Drive Traffic Engineering.

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

Nays: German

MOTION PASSES

G. Shoreline Drive Traffic Control Public Works

SUMMARY OF REQUEST: Staff is requesting authorization to accept the bid from Give Em A Brake Safety in the amount of \$31,075.00 to provide the Traffic Control services for the Shoreline Drive Road Diet Pilot.

Staff solicited bids for traffic control services for the Shoreline Drive Road Diet project based on a split phase approach with a portion to be completed during the Fall of 2022 and a second portion to be completed in the Spring/Summer of 2023.

One (1) bid was received as follows:

- \$31,075.00 – Give Em A Brake Safety (Grandville, MI)

Staff is recommending the contract be awarded to the low bidder for the project.

The bid will provide the traffic control necessary for both stages of the pilot and likely represents the largest cost aside from the traffic engineering and study components of the project.

There will be at least one additional item to consider for this project which is still being developed and refined by staff. The additional item will include features that invite users to imagine future uses of the reclaimed space. Staff is still working to secure commitments and pricing for those features and anticipates having that back for discussion at a later date if the price warrants additional commission action.

AMOUNT REQUESTED: \$31,075.00 AMOUNT BUDGETED: \$115,000

FUND OR ACCOUNT: 202

STAFF RECOMMENDATION: Authorize staff to accept the bid from Give Em A Brake Safety in the amount of \$31,075 to provide traffic control services in conjunction with the Shoreline Drive Road Diet Pilot.

Motion by Commissioner St.Clair, second by Commissioner Ramsey, to authorize staff to accept the bid from Give Em A Brake Safety only for Phase 1 and Phase 2 Traffic Control during the Fall of 2022 in the amount of \$16,825 in conjunction with the Shoreline Drive Road Diet Pilot and delay a decision on Phase 3 Traffic Control until results of the Fall Pilot are available for consideration.

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

Nays: German

MOTION PASSES

J. Rezoning of 2043, 2051, 2065, and 2075 Dowd to Form Based Code, Urban Residential Planning

SUMMARY OF REQUEST: Staff-initiated request to rezone the properties at 2043, 2051, 2065 and 2075 Dowd Street from R-3, High Density Single Family Residential to Form Based Code, Urban Residential.

Staff is in discussions with a developer that is requesting to build duplexes on the lots. These properties are located about 600 feet north of the duplexes currently being constructed at the corner of Hackley/Dowd. Those properties were approved for a rezoning in 2021. There are also large apartment complexes located just to the southwest of these parcels. The Planning Commission recommended approval of the rezoning by a 5-0 vote at their August 11 meeting.

STAFF RECOMMENDATION: To approve the request to rezone the properties at 2043, 2051, 2065 and 2075 Dowd from R-3, High Density Single Family Residential to Form Based Code, Urban Residential.

Motion by Commissioner Emory, second by Commissioner Ramsey, to approve the request to rezone the properties at 2043, 2051, 2065, and 2075 Dowd from R-3, High Density Single Family Residential to Form Based Code, Urban Residential.

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

Nays: None

MOTION PASSES

2022-81 NEW BUSINESS:

A. Adelaide Pointe Cooperative Use Agreement City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the updated cooperative use agreement and rescission of the former development agreement for the Adelaide Pointe development.

A development agreement for the Adelaide Pointe development was approved by the commission on October 26, 2021. Staff and legal counsel are negotiating with the developer on revised terms and seek to rescind the former agreement.

Staff is seeking approval of the revised cooperative use agreement as the first step in a final development agreement for the property. The cooperative use agreement addresses the various property exchanges, how property will be accessible to the public, and collaborative pursuit of funding. Staff and legal counsel have worked through numerous iterations of this agreement with the developer and have reached agreement that all can support.

Staff will seek approval of a revised development agreement at a future meeting.

STAFF RECOMMENDATION: To approve the updated cooperative use agreement and rescind the development agreement formerly approved on October 26, 2021 for the Adelaide Pointe development.

~~Motion by Commissioner Emory, second by Commissioner Ramsey, to approve the request to rezone the properties at 2043, 2051, 2065, and 2075 Dowd from R-3, High Density Single Family Residential to Form Based Code, Urban Residential.~~

***2/28/23 CORRECTION TO MOTION LANGUAGE below:**

***Motion by Commissioner Ramsey, second by Commissioner Hood, to approve the updated cooperative use agreement and rescind the development agreement formerly approved on October 26, 2021 for the Adelaide Pointe development.**

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

Nays: None

MOTION PASSES

B. Designation of Voting Delegates for the Michigan Municipal League Annual Meeting City Commission

SUMMARY OF REQUEST: To designate, by action of the Commission, one of our officials who will be in attendance at the Convention as an official representative to cast the vote of the municipality at the Annual Meeting; and, if possible, to designate one other official to serve as an alternate.

Motion by Commissioner Ramsey, second by Commissioner Hood, to appoint Mayor Ken Johnson and alternate Clerk Ann Meisch, to be in attendance and to cast the vote of the municipality at the Annual Business meeting of the Michigan Municipal League Convention.

ROLL VOTE: Ayes: German, Gorman, Emory, St.Clair, Johnson, Hood, and Ramsey
Nays: None

MOTION PASSES

ANY OTHER BUSINESS:

Commissioner Ramsey requested and received an update from Leo Evans, Director of the Department of Public Works, on the project on Terrace Street to hopefully clear up any questions or concerns by the residents and neighbors. It is intended to have construction complete on Terrace by mid-November to early December with the ability to plant grass in the Spring. Access to all business is still able to be achieved by use of side streets.

Mayor Johnson invited Public Safety Director, Tim Kozal, to introduce himself and talk about how his first couple of weeks on the job has gone.

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

ADJOURNMENT: The City Commission meeting adjourned at 7:23 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC - City Clerk

**City of Muskegon
City Commission Meeting
Minutes**

**January 24, 2023, 5:30 pm
Muskegon City Hall
933 Terrace Street, Muskegon, MI 49440**

Present: Mayor Ken Johnson
Commissioner Rachel Gorman
Commissioner Rebecca St.Clair
Commissioner Eric Hood
Vice Mayor Willie German, Jr.
Commissioner Michael Ramsey
Commissioner Teresa Emory

Staff Present: City Manager Jonathan Seyferth
City Attorney John Schrier
City Clerk Ann Meisch

1. Call To Order

Mayor Johnson called the meeting to order at 5:30 p.m.

2. Prayer

Pastor Tara Foreman from Bethany Christian Reformed Church opened the meeting with prayer.

3. Pledge of Allegiance

The Commission and public recited the Pledge of Allegiance to the Flag.

4. Roll Call

As recorded above.

5. Honors, Awards, and Presentations

5.a Resolution Honoring Connie Navarro

The City of Muskegon recognizes and honors the late Erenia "Connie" Navarro as a community leader, a Latino champion, civil rights giant, small business owner, social agency worker, volunteer, wife, mother and friend of countless Muskegon Citizens. A resolution recognizing years of service was read in English and in Spanish in front of family, friends, and community members.

Action No. 2023-14

Motion by: Vice Mayor German

Second by: Commissioner Ramsey

To designate Walton Avenue from Terrace to Pine Streets as Connie Navarro Way.

MOTION PASSES

5.b Mental Health Crisis Team- Introduction/Presentation

Public Safety Director Tim Kozal introduced Heather Wiegand, HealthWest Supervisor. Heather Wiegand introduced Office Andy McKee and Michelle Pouch, a Master Clinician Social Worker. Michelle will be our Master Clinician Social Worker and is embedded with the Muskegon Police Department to go on calls with officers for mental crises.

6. Public Comment on Agenda Items

Public comments were received.

7. Consent Agenda

Action No. 2023-15

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To accept the consent agenda as presented, minus items B, D, H, I, and J.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.a Approval of Minutes - City Clerk

To approve the minutes of the December 28, 2022 Special Meeting.

STAFF RECOMMENDATION: To approve the minutes.

7.c Signing Purchase Agreements - City Manager

Staff is requesting approval of a resolution which specifies who can sign purchase agreements on behalf of the city.

The resolution names Jonathan Seyferth and LeighAnn Mikesell as city employees who are authorized to sign purchase agreements on behalf of the city.

STAFF RECOMMENDATION: To approve the resolution authorizing specific city staff to sign purchase agreements on behalf of the city.

7.e Sale of 1334 Pine Street - City Manager

Staff is requesting approval of a purchase agreement for 1334 Pine Street. 1334 Pine Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for the full listing price and is contingent on the sale of the buyer's current home. The realtor will allow 14 days for the buyer to sell their current home, then continue to accept offers.

STAFF RECOMMENDATION: To approve the purchase agreement for 1334 Pine Street.

7.f Sale of 373 Catawba Avenue - City Manager

Staff is requesting approval of a purchase agreement for 373 Catawba Avenue. 373 Catawba Avenue was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for the full listing price with no seller concessions.

STAFF RECOMMENDATION: To approve the purchase agreement for 373 Catawba Avenue.

7.g Special Events - DPW

Staff is seeking approval of a proposed change to the Special Event Policy. The revised Special Event Policy with the proposed addition of not closing Western Ave for a walk or run is provided. This was discussed at the October 10, 2022 Worksession meeting but staff neglected to include the change in the policy.

STAFF RECOMMENDATION: To approve the change to the Special Event Policy.

7.k Sale of 548 E. Dale - Community and Neighborhood Services

Seeking authorization to sell 548 E Dale to a qualified buyer. The CNS Department utilized HOME Investment Partnership Program funds to rehabilitate a home at 548 E Dale to sell through our Homebuyer Program. Renovations are completed, and a qualified buyer, Lindsey Sweezer, has put in an offer of \$145,000 with a \$14,000 subsidy, which CNS has accepted. Income from this sale will be reinvested in our programming.

STAFF RECOMMENDATION: Adopt the resolution for the sale of 548 E Dale to Lindsey Sweezer and authorize the City Clerk to sign it.

7.b Community Relations Commission Recommendations - City Clerk

To concur with the CRC recommendations to remove member from the Farmers Market Advisory Board and make the appointments detailed below.

The CRC recommends:

- Removing Woody Van Blargan – Seasonal Food Vendor – Term Expiring 1/31/2024 from the Farmers Market Advisory Board.
- Making the following appointments:
- **Board of Review** - Reappoint Pamela Smith; Appoint Clinton Todd & Don Hammond (Citizens)
- **Citizen's Police Review Board** – Reappoint William Muhammad & Rozelia Patino (Members of a Minority-Based Organization), Robert Roundtree (Citizen At-Large), Ron Hayward & Ann Craig (Neighborhood Association Representatives); Appoint Eric Hood (Law Enforcement Professional)
- **Civil Service Commission** – Reappoint Johnny Brown (Citizen)
- **Construction Code Board of Appeals** – Reappoint Lane Bensten (Electrical), Joshua Ohst (Public Health) and Wade VandenBosch (Construction Manager)
- **Downtown Development Authority** – Reappoint Jay Wallace (Member with interest in the property in the district), Brad Hastings & Martha Bottomley (Citizens) & Doug Pollock (Resident of the

district); Appoint Kiel Reid & Bob Tarrant (Members with interest in the property in the district)

- **Election Commission** – Reappoint Casey Allard (Citizen)
- **Equal Opportunity Committee** – Reappoint Jared Gazarek (Citizen representing Ward 2)
- **Farmers Market Advisory Board** – Reappoint Jon Visser (Seasonal Farmer), Kathi Upman (Seasonal Crafter/Artisan), & Cindy Larsen (Citizen)
- **Historic District Commission** – Reappoint Kimi George (Person with occupational or financial interest in one or more of the historical districts) & David Gregersen (Citizen)
- **Housing Code Board of Appeals** – Reappoint Kim Burr (Citizen); Appoint Steven Frantz (Citizen)
- **Housing Commission** – Reappoint Ken Grant (Citizen)
- **Income Tax Board of Review** – Appoint Bethanny Cody (Resident)
- **Lakeside Business Improvement District** – Reappoint Louise Hopson & Kathy Fearnley (Assessed property owners or their representatives)
- **Local Officer's Compensation Commission** – Reappoint Marty Ferriby (Citizen)
- **Planning Commission** – Reappoint Bryon Mazade, Larry Spataro & Jill Montgomery-Keast (Citizens)
- **Zoning Board of Appeals** – Reappoint Virginia Taylor, Jill Montgomery-Keast, & Jonathan Witmer (Residents); Appoint Mike Gallavin (Resident)

STAFF RECOMMENDATION: To concur with the recommendation of the CRC to make the above removal and appointments.

Action No. 2023-16

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To concur with the recommendation of the Community Relations Committee to make the above removal and appointments.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.d Sale of 1330 Pine Street - City Manager

Staff is requesting approval of a purchase agreement for 1330 Pine Street. 1330 Pine Street was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. Once seller concessions are included, the offer is for the full listing price.

STAFF RECOMMENDATION: To approve the purchase agreement for 1330 Pine Street. The buyer requested a refrigerator, stove, and air conditioning, the sales price was increased to cover the additional costs.

Action No. 2023-17

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To approve the purchase agreement for 1330 Pine Street.

Ayes: (6): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, and Commissioner Ramsey

Absent (1): Commissioner Emory

MOTION PASSES (6 to 0)

7.h 2023 User Fee Update - Finance

City Departments have reviewed and updated their user fees and these have been incorporated into the Master Fee Resolution that is provided for your consideration.

STAFF RECOMMENDATION: To approve the 2023 Master Fee Resolution.

Action No. 2023-18

Motion by: Commissioner Ramsey

Second by: Commissioner Hood

To approve the 2023 Master Fee Resolution

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.i Deficit Elimination Plan - Marina - Finance

To approve the Deficit Elimination plan and resolution for the Marina Fund and direct staff to submit plan to the State of Michigan.

At June 30, 2022 the Marina Fund had a \$395,374.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Sewer Fund are attached.

AMOUNT REQUESTED: \$450,000

FUND OR ACCOUNT: General Fund to Marina Fund

STAFF RECOMMENDATION: To approve the deficit elimination resolution for the Marina Fund.

Action No. 2023-19

Motion by: Commissioner Ramsey

Second by: Commissioner Emory

To approve the deficit elimination resolution for the Marina Fund.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

7.j Deficit Elimination Plan- Brownfield Redevelopment Authority (combined) - Finance

To approve the Deficit Elimination plan and resolution for the Brownfield Redevelopment Authority (combined) and direct staff to submit plan to the State of Michigan.

At June 30, 2022 the Brownfield Redevelopment Authority (combined) had a \$64,211.00 deficit. Act 275 of Public Acts of 1980 requires the City to formulate a deficit elimination plan and submit it to the Michigan Department of Treasury. The deficit elimination plan and resolution for the Brown Field Redevelopment are attached.

STAFF RECOMMENDATION: To approve the deficit elimination resolution for the Brownfield Redevelopment.

Motion by: Vice Mayor German

Second by: Commissioner Hood

To approve the deficit elimination resolution for the Brownfield Redevelopment.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

8. Public Hearings

9. Unfinished Business

10. New Business

10.a Housing Board of Appeals, Demolition - 835 W. Forest, 1043 Washington, and 1642 Dyson - Public Safety

To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Housing Board of Appeals has deemed 835 W Forest, 1043 Washington and 1642 Dyson to be in property maintenance violation. Property has been a long-standing area of blight and public nuisance/hazard.

STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids

for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.

Action No. 2023-21

Motion by: Commissioner Ramsey

Second by: Commissioner Emory

To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder for the property at 1642 Dyson Street.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

Action No. 2023-21

Motion by: Commissioner Ramsey

Second by: Commissioner Emory

To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder for the property at 1043 Washington Avenue.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

Action No. 2023-21

Motion by: Vice Mayor German

Second by: Commissioner Hood

To table the decision regarding demolition of 835 W. Forest until the February 28, 2023 City Commission meeting.

Ayes: (7): Mayor Johnson, Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION PASSES (7 to 0)

10.b First Amendment to Parkland Marina, LLC Development Agreement - City Manager

The objective of this amendment is to memorialize the public access commitments within the 350 Shoreline Drive Development Agreement with Parkland Marina, LLC. Public access under the former dedication is temporarily restored until construction commences and new public access is guaranteed within project as a condition to issuing building permits. The amendment also extends certain deadlines and provides a payment to the City from Parkland Marina, LLC in the amount of \$25,000.00.

This first amendment to the development agreement between the City and Parkland Marina, LLC grants the public a temporary license which returns public access to its status prior to the sale of the development property to Parkland Marina, LLC until construction commences. Additionally, the City and Parkland Marina, LLC must approve a new public access instrument prior to the issuance of any building permits. The amendment also increases the purchase price for the development property from \$1.00 to \$25,000.00, extends certain deadlines, and requires the City to vacate the “driveway” within the former dedication pursuant to City ordinance.

City staff identified certain public access commitments discussed with the developer that needed to be included or clarified in the written Development Agreement signed March 25, 2021. City staff and the developer met in the Summer of 2022 to discuss putting those commitments in writing. The amendment was delayed due to a lawsuit filed against the City by a neighboring property owner related to the Development Agreement on August 24, 2022. The purchase price increase, deadline extensions, and the requirement for the City to “vacate” the former dedication are included to address issues raised in that lawsuit. In discussion with legal counsel, the new obligations and increased purchase price can potentially resolve the lawsuit which concerns the value received by the City for the sale of the development property. The City receives a commitment by the developer to restore public access now and at the completion of the project, receives an additional \$25,000.00, and the only concession is to extend the developer’s deadline due to

delays caused by the lawsuit. This is fair consideration for the development property taking into account that the development property was burdened by a permanent easement for parking lot purposes which could never terminate without the developer's agreement, the environmental concerns with the development property, and the fact that public access is guaranteed before and after construction of the project. A public hearing would be held to vacate the former dedication's "driveway."

STAFF RECOMMENDATION: To approve the First Amendment to the Development Agreement between the City of Muskegon and Parkland Marina, LLC

Action No. 2023-22

Motion by: Commissioner Hood

Second by: Commissioner Ramsey

To approve the First Amendment to the Development Agreement between the City of Muskegon and Parkland Marina, LLC.

Ayes: (1): Mayor Johnson

Nays: (6): Commissioner Gorman, Commissioner St.Clair, Commissioner Hood, Vice Mayor German, Commissioner Ramsey, and Commissioner Emory

MOTION FAILS (1 to 6)

11. Any Other Business

Debra Santiago-Sweet, Community Engagement Manager for the City of Muskegon, invited participation in two upcoming public events.

12. Public Comment on Non-Agenda items

Public comments were received.

13. Closed Session

14. Adjournment

Motion by: Commissioner Ramsey

Second by: Commissioner St.Clair

To adjourn the City Commission Meeting at 9:35 p.m.

MOTION PASSES

Respectfully Submitted,
Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 28, 2023	Title: Financing a Fire Pumper Truck
Submitted By: Kenneth D. Grant	Department: Finance
Brief Summary: At this time, we are seeking authorization to enter into a lease agreement with Huntington Bank for the purchase of a Fire Pumper Truck.	
Detailed Summary & Background: Summary: At the August 10, 2021 City Commission meeting the Commission voted to purchase two Fire Trucks. The first truck has already been financed in 2021. By the beginning of March 2023, the second Fire Pumper Truck will be ready to purchase for \$761,602.65. At this time, we are seeking authorization to enter into a lease agreement with Huntington Bank. The proposed terms are for a five-year lease at 4.4% interest rate with the City purchasing the truck at the end of the lease for \$1. There is a one-time \$500.00 processing fee.	
Goal/Focus Area/Action Item Addressed: Sustainability in financial practices	
Amount Requested:	Amount Budgeted: \$14,163.97 per month for 60 months
Fund(s) or Account(s):	Fund(s) or Account(s):101-50336-5700
Recommended Motion: To allow staff to enter into a lease agreement with Huntington Bank for Fire Pumper Truck.	
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology Other Division Heads ☒ Communication Legal Review ☒	Guest(s) Invited / Presenting Yes ☐ No ☒ ☐ ☐
For City Clerk Use Only: Commission Action:	

TERM SHEET

Date:	February 20, 2023
Issue:	Installment Purchase Agreement (the "IPA")
Issuer/Borrower:	City of Muskegon, County of Muskegon, State of Michigan ("Issuer")
Purchaser/Lender:	Huntington Public Capital Corporation ("Huntington")
Security:	The Fire Truck
Principal Amount:	\$761,602.65
Use of Proceeds:	The City desires to acquire a fire truck.
Bond Counsel:	TBD
Purchaser's Counsel:	N/A
Closing Date:	March 20, 2023 (estimated)
Tax Status:	Tax-Exempt (Bank Qualified)
5 Year Final Maturity:	March 20, 2028
5 Year Interest Rate:	4.40%
Rate Adjustment:	If the funding of the IPA has not occurred by March 24, 2023, then the Interest Rate and payment will be adjusted to maintain Huntington's economics as of the date of issuing this Term Sheet.
Fee to Huntington:	\$500 Fee for Document Processing
Escrow Fee to Huntington:	\$500 Fee, if necessary
Transaction Fees:	All transaction fees, including those of any attorney, shall be the responsibility of the Issuer.
Interest Payments:	Due and payable monthly, commencing on April 20, 2023 (estimated)
Principal Payments:	Due and payable monthly, commencing on April 20, 2023 (estimated)
Optional Prepayment:	The IPA may be subject to optional redemption at any time (in whole, but not in part) at a price equal to the then outstanding balance ("Balance"), plus accrued interest to the date fixed for redemption, plus a prepayment premium calculated as follows: 3% of the Balance if paid in the first year of the IPA term; 2% of the Balance if paid in the second and third years of the IPA term; and 1% of the Balance if paid in the fourth year of the IPA Term; there shall be no prepayment penalty on the IPA if it is called for redemption in the fifth year of the IPA term.
Direct Placement:	Huntington is extending credit as a lender in the usual course of its loan business through the purchase of the IPA for its own account in its normal and customary business practice, with no current intention on the resale, distribution or transfer thereof.
Term Bond Election:	The IPA will be single certificate term IPA, with principal payments representing mandatory principal redemptions.

Required Documentation:	Draft transaction documents prepared by Huntington unless the City has a Bond Attorney which it prefers to use. If that is the case, the documents will need to be reviewed by Huntington prior to signature. Huntington also requires a closing memo, with wire instructions, signed by an officer of the Issuer authorized in the resolution. In addition, Huntington requires the original IPA, the certified resolution(s), all the signed closing certificates, the signed legal opinion, if necessary, and a signed 8038G and non-arbitrage and tax certificate, if the issue is tax-exempt, all emailed two days prior to the closing date.
Paying Agent:	Not required by Huntington
Rating:	Not required by Huntington
POS/Official Statement:	Not required by Huntington
CUSIP:	Not required by Huntington
DTC Closing:	Not required by Huntington
Proposal Expiration:	This proposal shall expire at Huntington's option if (a) Huntington has not received the Issuer's written acceptance by March 1, 2023; and (b) if the closing date of the IPA has not occurred by March 24, 2023.

Thank you for the opportunity to offer a proposal on this request. We appreciate your consideration and look forward to your favorable response. Should you have any questions regarding this term sheet, please do not hesitate to contact me.

Respectfully Submitted,

Meredith A. Shanle

Meredith A. Shanle, Vice President
Huntington Public Capital
Phone: 313-410-8771
Email: Meredith.A.Shanle@Huntington.com

Marc Reen

Marc Reen, Vice President, Government Banking
Huntington National Bank
Phone: 616-235-6486
Email: Marc.Reen@Huntington.com

Accepted By:
City of Muskegon

By

Name

Title

Date

Huntington Public Capital® ("HPC"), a division of The Huntington National Bank (the "Bank"), is providing the information contained in this document for discussion purposes only in connection with an arm's-length transaction under discussion between you and HPC. If you are a "municipal entity" or "obligated person" within the meaning of the municipal advisor rules (the "Rules") of the Securities and Exchange Commission, Rule 15Ba1-1 et seq. this information is provided to you pursuant to and in reliance upon the "bank exemption," and/or other exemptions and/or the "general information" exclusion provided under the Rules. HPC is acting for its own interest and has financial and other interests that differ from yours. HPC is not acting as a municipal advisor or financial advisor, and has no fiduciary duty, to you or any other person pursuant to the Rules. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of the Rules. HPC is not recommending that you take or refrain from taking any action with respect to the information contained in this document. Before acting on this information, you should discuss it with your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. As used in this notice, the "Rules" means Section 15B of the Securities Exchange Act of 1934, the Securities and Exchange Commission's Rule 15Ba1-1, et seq., and any related municipal advisor rules of the Municipal Securities Rulemaking Board, all as they may be amended from time to time.

	Date	Days	Interest Rate	Total Payment	Interest Portion	Principal Portion	Outstanding Balance		
Dated Date	3/20/2023						761,602.65		
1	4/20/2023	30	4.40%	14,163.97	2,792.54	11,371.43	750,231.22	0.08333333	947.619167
2	5/20/2023	30	4.40%	14,163.97	2,750.85	11,413.12	738,818.10	0.16666633	1902.18286
3	6/20/2023	30	4.40%	14,163.97	2,709.00	11,454.97	727,363.13	0.24999933	2863.73486
4	7/20/2023	30	4.40%	14,163.97	2,667.00	11,496.97	715,866.16	0.33333233	3832.31184
5	8/20/2023	30	4.40%	14,163.97	2,624.84	11,539.13	704,327.03	0.41666533	4807.95545
6	9/20/2023	30	4.40%	14,163.97	2,582.53	11,581.44	692,745.59	0.49999833	5790.7007
7	10/20/2023	30	4.40%	14,163.97	2,540.07	11,623.90	681,121.69	0.58333133	6780.58509
8	11/20/2023	30	4.40%	14,163.97	2,497.45	11,666.52	669,455.17	0.66666433	7777.65278
9	12/20/2023	30	4.40%	14,163.97	2,454.67	11,709.30	657,745.87	0.74999733	8781.94378
10	1/20/2024	30	4.40%	14,163.97	2,411.73	11,752.24	645,993.63	0.83333033	9793.49808
11	2/20/2024	30	4.40%	14,163.97	2,368.64	11,795.33	634,198.30	0.91666333	10812.3465
12	3/20/2024	30	4.40%	14,163.97	2,325.39	11,838.58	622,359.72	0.99999633	11838.5366
13	4/20/2024	30	4.40%	14,163.97	2,281.99	11,881.98	610,477.74	1.08332933	12872.0975
14	5/20/2024	30	4.40%	14,163.97	2,238.42	11,925.55	598,552.19	1.16666233	13913.09
15	6/20/2024	30	4.40%	14,163.97	2,194.69	11,969.28	586,582.91	1.24999533	14961.5441
16	7/20/2024	30	4.40%	14,163.97	2,150.80	12,013.17	574,569.74	1.33332833	16017.4999
17	8/20/2024	30	4.40%	14,163.97	2,106.76	12,057.21	562,512.53	1.41666133	17080.9832
18	9/20/2024	30	4.40%	14,163.97	2,062.55	12,101.42	550,411.11	1.49999433	18152.0614
19	10/20/2024	30	4.40%	14,163.97	2,018.17	12,145.80	538,265.31	1.58332733	19230.7771
20	11/20/2024	30	4.40%	14,163.97	1,973.64	12,190.33	526,074.98	1.66666033	20317.1395
21	12/20/2024	30	4.40%	14,163.97	1,928.94	12,235.03	513,839.95	1.74999333	21411.2209
22	1/20/2025	30	4.40%	14,163.97	1,884.08	12,279.89	501,560.06	1.83332633	22513.0457
23	2/20/2025	30	4.40%	14,163.97	1,839.05	12,324.92	489,235.14	1.91665933	23622.673
24	3/20/2025	30	4.40%	14,163.97	1,793.86	12,370.11	476,865.03	1.99999233	24740.1252
25	4/20/2025	30	4.40%	14,163.97	1,748.51	12,415.46	464,449.57	2.08332533	25865.4423
26	5/20/2025	30	4.40%	14,163.97	1,702.98	12,460.99	451,988.58	2.16665833	26998.7078
27	6/20/2025	30	4.40%	14,163.97	1,657.29	12,506.68	439,481.90	2.24999133	28139.9216
28	7/20/2025	30	4.40%	14,163.97	1,611.43	12,552.54	426,929.36	2.33332433	29289.147
29	8/20/2025	30	4.40%	14,163.97	1,565.41	12,598.56	414,330.80	2.41665733	30446.4024
30	9/20/2025	30	4.40%	14,163.97	1,519.21	12,644.76	401,686.04	2.49999033	31611.7778
31	10/20/2025	30	4.40%	14,163.97	1,472.85	12,691.12	388,994.92	2.58332333	32785.2664
32	11/20/2025	30	4.40%	14,163.97	1,426.31	12,737.66	376,257.26	2.66665633	33966.9617
33	12/20/2025	30	4.40%	14,163.97	1,379.61	12,784.36	363,472.90	2.74998933	35156.8536
34	1/20/2026	30	4.40%	14,163.97	1,332.73	12,831.24	350,641.66	2.83332233	36355.0389
35	2/20/2026	30	4.40%	14,163.97	1,285.69	12,878.28	337,763.38	2.91665533	37561.504
36	3/20/2026	30	4.40%	14,163.97	1,238.47	12,925.50	324,837.88	2.99998833	38776.3492
37	4/20/2026	30	4.40%	14,163.97	1,191.07	12,972.90	311,864.98	3.08332133	39999.6193
38	5/20/2026	30	4.40%	14,163.97	1,143.50	13,020.47	298,844.51	3.16665433	41231.3277
39	6/20/2026	30	4.40%	14,163.97	1,095.76	13,068.21	285,776.30	3.24998733	42471.517
40	7/20/2026	30	4.40%	14,163.97	1,047.85	13,116.12	272,660.18	3.33332033	43720.2295
41	8/20/2026	30	4.40%	14,163.97	999.75	13,164.22	259,495.96	3.41665333	44977.5761
42	9/20/2026	30	4.40%	14,163.97	951.49	13,212.48	246,283.48	3.49998633	46243.4994
43	10/20/2026	30	4.40%	14,163.97	903.04	13,260.93	233,022.55	3.58331933	47518.1468
44	11/20/2026	30	4.40%	14,163.97	854.42	13,309.55	219,713.00	3.66665233	48801.4926
45	12/20/2026	30	4.40%	14,163.97	805.61	13,358.36	206,354.64	3.74998533	50093.6541
46	1/20/2027	30	4.40%	14,163.97	756.63	13,407.34	192,947.30	3.83331833	51394.6022
47	2/20/2027	30	4.40%	14,163.97	707.47	13,456.50	179,490.80	3.91665133	52704.4187
48	3/20/2027	30	4.40%	14,163.97	658.13	13,505.84	165,984.96	3.99998433	54023.1484
49	4/20/2027	30	4.40%	14,163.97	608.61	13,555.36	152,429.60	4.08331733	55350.8364
50	5/20/2027	30	4.40%	14,163.97	558.91	13,605.06	138,824.54	4.16665033	56687.5278
51	6/20/2027	30	4.40%	14,163.97	509.02	13,654.95	125,169.59	4.24998333	58033.3099
52	7/20/2027	30	4.40%	14,163.97	458.96	13,705.01	111,464.58	4.33331633	59388.1437
53	8/20/2027	30	4.40%	14,163.97	408.70	13,755.27	97,709.31	4.41664933	60752.2041
54	9/20/2027	30	4.40%	14,163.97	358.27	13,805.70	83,903.61	4.49998233	62125.4061
55	10/20/2027	30	4.40%	14,163.97	307.65	13,856.32	70,047.29	4.58331533	63507.8839
56	11/20/2027	30	4.40%	14,163.97	256.84	13,907.13	56,140.16	4.66664833	64899.685
57	12/20/2027	30	4.40%	14,163.97	205.85	13,958.12	42,182.04	4.74998133	66300.8094
58	1/20/2028	30	4.40%	14,163.97	154.67	14,009.30	28,172.74	4.83331433	67711.3505
59	2/20/2028	30	4.40%	14,163.97	103.30	14,060.67	14,112.07	4.91664733	69131.3557
60	3/20/2028	30	4.40%	14,163.81	51.74	14,112.07	0.00	4.99998033	70560.0725
								5.08331333	0
									0
Grand Totals				849,838.06	88,235.41	761,602.65			2005342.51
									2.63305612

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Regular Meeting Date: February 28, 2022	Title: Landscaping Contract
Submitted By: Dan VanderHeide	Department: Public Works
Brief Summary: Staff requests award of a three-year landscaping services contract to Barry's Greenhouses in the amount of \$111,185 (first year) for service areas including downtown, City Hall, the Farmers Market, and others.	
Detailed Summary & Background: Staff has worked with the Downtown BID, DDA, Chamber and other stakeholders to develop a landscaping contract that covers a wide array of landscaping services currently provided through the City Parks Department. There is a desire among the stakeholders to improve the level of service being provided, and a desire among city staff to free up staffing resources to improve service in other areas of the city parks. The RFP was presented to the Commission at the November 7, 2022 combined work session and regular meeting, and the results were discussed with the Commission at the Work Session Meeting on February 13, 2023. The contract proposes eight (8) areas identified on the included map, with each area having a distinct scope of work and a proposed assigned cost share, as a 3-year contract with optional extensions for a 4th and 5th year. The original RFP included work in the Lakeside area, but those businesses have decided not to participate at this time. The Community Foundation for Muskegon County (CFFMC, via a generous donor, is participating in this contract by contributing the full amount for the continuation of services at Hackley Park in the amount of \$36,500 (for the first year). The DDA and Downtown BID discussed their future in a joint meeting on February 14, 2023. The Downtown BID is expiring at the end of 2023, so the organizations have decided to jointly fund their share going forward (the BID in year one, and the DDA in the following years). The City will manage the contract on behalf of the BID and DDA and invoice for their portions (\$38,925 in the first year).	
Goal/Focus Area/Action Item Addressed: Destination Community & Quality of Life – Enhanced Parks & Recreation Department and Services	
Amount Requested: \$27,840 Parks/General \$7,920 Farmers Market	Amount Budgeted: \$0 FY23 As Needed FY24
Fund(s) or Account(s): 101-770 (Parks) 101-808 (Farmers)	Fund(s) or Account(s): 101-770 (Parks) 101-808 (Farmers)
Recommended Motion: Authorize staff to enter into a three-year contract with Barry's Greenhouses for landscaping services in various parts of the City for a first-year contract total of \$111,185.	
Approvals: Immediate Division Head ☒ Information Technology ☐	Guest(s) Invited / Presenting Yes ☐

Other Division Heads	☐	Communication	☐	No	☐
For City Clerk Use Only: Commission Action:					

Not Shown
Approximately 72 EA planter beds of various size and shape located throughout the downtown area, sample pictures attached.

Farmers Market

200 Block West Western
Alcoa Square & Splashpad
(Included with Western Avenue Bid Area)

387 Morris Ave & 401 Morris Ave
Parking Lots
(Included with Western Avenue Bid Area)

Shoreline Drive
(Western to
Ottawa)

Hackley Park

Third Street
(Muskegon to First)

Western Avenue
Fifth to Terrace

City Hall



<i>Description</i>	<i>BID/DDA</i>	<i>City GF</i>	<i>CFFMC</i>	<i>Farmers Market</i>	<i>TOTAL</i>
Bid Area #001 - Western Avenue	100%				\$15,700.00
	\$15,700.00				
Bid Area #002 - Hackley Park			100%		\$36,500.00
			\$36,500.00		
Bid Area #003 - Third Street	100%				\$5,540.00
	\$5,540.00				
Bid Area #004 - City Hall		100%			\$6,090.00
		\$6,090.00			
Bid Area #005 - Farmers Market				100%	\$7,920.00
				\$7,920.00	
Bid Area #006 - Shoreline Drive		100%			\$17,250.00
		\$17,250.00			
Bid Area #007 - Various Flower Pots and Planters	100%				\$17,185.00
	\$17,185.00				
Bid Area #008 - Irrigation Startup / Shutdown	10%	90%			\$5,000.00
	\$500.00	\$4,500.00			
Total	\$38,925.00	\$27,840.00	\$36,500.00	\$7,920.00	\$111,185.00

Bid Tabulation - City of Muskegon Downtown Landscaping Bid

		Barry's Greenhouse & Landscaping					DJ's Landscape Mgmt	Building Bridges Professional Services				
Line Item	Description	Year #1	Year #2	Year #3	Year #4	Year #5	Year #1 **	Year #1	Year #2	Year #3	Year #4	Year #5
1	Bid Area #001 - Western Avenue	\$ 15,700.00	\$ 16,485.00	\$ 17,309.25	\$ 18,174.71	\$ 19,083.45	\$ 25,238.00	*	*	*	*	*
2	Bid Area #002 - Hackley Park	\$ 36,500.00	\$ 38,325.00	\$ 40,241.25	\$ 42,253.31	\$ 44,635.98	\$ 18,581.00	*	*	*	*	*
3	Bid Area #003 - Third Street	\$ 5,540.00	\$ 5,817.00	\$ 6,107.85	\$ 6,413.24	\$ 6,733.90	\$ 5,500.00	*	*	*	*	*
4	Bid Area #004 - City Hall	\$ 6,090.00	\$ 6,394.50	\$ 6,714.23	\$ 7,049.94	\$ 7,402.43	\$ 12,529.00	*	*	*	*	*
5	Bid Area #005 - Farmers Market	\$ 7,920.00	\$ 8,316.00	\$ 8,731.80	\$ 9,168.39	\$ 9,626.81	\$ 15,433.00	*	*	*	*	*
6	Bid Area #006 - Shoreline Drive	\$ 17,250.00	\$ 14,662.50	\$ 15,395.63	\$ 16,165.41	\$ 16,973.68	\$ 20,597.00	*	*	*	*	*
7	Bid Area #007 - Various Flower Pots and Planters	\$ 17,185.00	\$ 18,044.25	\$ 18,946.46	\$ 19,893.79	\$ 20,888.47	\$ 14,130.00	\$ 12,503.20	\$ 12,503.20	\$ 12,503.20	\$ 12,503.20	\$ 12,503.20
8	Bid Area #008 - Irrigation Startup / Shutdown	\$ 5,000.00	\$ 5,500.00	\$ 5,775.00	\$ 6,063.75	\$ 6,366.94	\$90/Hour	*	*	*	*	*
9	Bid Area #009 - Lakeside Commercial District	\$ 12,460.00	\$ 13,083.00	\$ 13,737.15	\$ 14,424.01	\$ 15,145.21	\$ 17,462.00	*	*	*	*	*

BID NOTES / CONDITIONS

** DJ's bid includes an annual escalator tied to the Social Security Administration's Cost of Living Adjustment (www.ssa.gov/cola) with a 3% minimum annual increase.

Building Bridges bid only on the pots and planters.

BID FORM - DOWNTOWN LANDSCAPING						
COMPANY NAME: Barry's Greenhouse & Landscaping						
ADDRESS: 3000 Whitehall Road Muskegon, MI 49445						
PHONE / EMAIL: 231-740-4651 mcarlton@wheelfishgroup.com						
NAME / TITLE: Matt Carlton Operation Manager						
SIGNATURE / DATE: 12/13/22						
Line Item	Description	Year #1 (2023 Season)	Year #2 (2024 Season)	Year #3 (2025 Season)	Year #4 (2026 Season) / Optional	Year #5 (2027 Season) / Optional
1	Bid Area #001 - Western Avenue	\$15,700.00	\$16,485.00	\$17,309.25	\$18,174.71	\$19,083.45
2	Bid Area #002 - Hackley Park	\$36,500.00	\$38,325.00	\$40,241.25	\$42,253.31	\$44,365.98
3	Bid Area #003 - Third Street	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24	\$6,733.90
4	Bid Area #004 - City Hall	\$6,090.00	\$6,394.50	\$6,714.23	\$7,049.94	\$7,402.43
5	Bid Area #005 - Farmers Market	\$7,920.00	\$8,316.00	\$8,731.80	\$9,168.39	\$9,626.81
6	Bid Area #006 - Shoreline Drive	\$17,250.00	\$14,662.50	\$15,395.63	\$16,165.41	\$16,973.68
7	Bid Area #007 - Various Flower Pots and Planters	\$17,185.00	\$18,044.25	\$18,946.46	\$19,893.79	\$20,888.47
8	Bid Area #008 - Irrigation Startup / Shutdown	\$5,000.00	\$5,500.00	\$5,775.00	\$6,063.75	\$6,366.94
9	Bid Area #009 - Lakeside Commercial District	\$12,460.00	\$13,083.00	\$13,737.15	\$14,424.01	\$15,145.21
BID NOTES / CONDITIONS						
Barry's Proposal would be to maintain all Bid Areas to the standard that Barry's has historically held at Bid Area 002 (Hackley Park). In the event the City prefers a reduced cost, Barry's would amend its proposal to maintain those Bid Areas to a reduced standard that meet's the City's budget and maintenance expectations.						
Bid Area #006 Shoreline Drive will have an initial higher investment, but once this area is on a yearly maintenance schedule Barry's proposes a reduced annual cost.						
Bid Area #006 Shoreline Drive: Barry's costs include a 2-5 foot mulch ring at the base of each stand-alone tree throughout the entire Bid Area #006. This should reduce annual city mowing/maintenance costs.						

Bid Tabulation 1 of 1

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 28, 2023		Title: Sale of 769 Catawba	
Submitted By: Sharonda Carson		Department: CNS	
Brief Summary: Seeking authorization to sell 769 Catawba to a qualified buyer.			
Detailed Summary & Background: The CNS Department utilized HOME Investment Partnership Program funds to rehabilitate a home at 769 Catawba to sell through our Homebuyer Program. Renovations are completed, and a qualified buyer, Jacob Insinga, has put in an offer of \$134,000 with a \$14,000 subsidy, which CNS has accepted. Income from this sale will be reinvested in our programming.			
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022 2.4 Develop subsidies to improve housing affordability</i>			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: Adopt the resolution for the sale of 769 Catawba to Jacob Idsinga and authorize the City Clerk to sign it.			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

CITY OF MUSKEGON, MICHIGAN

A RESOLUTION FOR TO APPROVE THE SALE OF 769 CATAWBA TO JACOB IDSINGA

WHEREAS, the City of Muskegon has rehabilitated property at 769 Catawba Avenue, Muskegon, MI 49442 to make the property available for purchase by an income qualified buyer;

NOW, THEREFORE BE IT RESOLVED, that the City of Muskegon Commission hereby authorizes the sale of the property at 769 Catawba to Jacob Idsinga, a qualified buyer, for \$124,900 with a \$14,000 subsidy; and

BE IT FURTHER RESOLVED, that the City of Muskegon Commission hereby authorizes the Director of Community and Neighborhood Services or their designee to prepare and submit the necessary documentation to execute the sale.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on February 28, 2023.

BY: Ann Meisch, City Clerk

Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 28, 2023		Title: Relocation Plan
Submitted By: Sharonda Carson		Department: CNS
Brief Summary: Seeking approval of the RARAP		
Detailed Summary & Background: As an entitlement community that receives CDBG and HOME funds from the US Department of Housing and Urban Development (HUD), we are required to have a written Residential Antidisplacement and Relocation Assistance Plan (RARAP). This plan has been reviewed and approved by the regional relocation expert for HUD, Maureen Thurman on February 13, 2023. The standards set forth in this plan minimizes and prevents unnecessary displacement of people within our community for CDBG and HOME funded projects.		
Goal/Focus Area/Action Item Addressed:		
Amount Requested: N/A	Amount Budgeted: N/A	
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A	
Recommended Motion: Adopt the resolution for the approval of the RARAP		
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒
For City Clerk Use Only: Commission Action:		

City of Muskegon

Community and Neighborhood Services

Residential Anti-Displacement and Relocation Assistance Plan (RARAP)

CNS A-05 Revision Date: January 26, 2023 Approved:

1. Overview

This Residential Anti-Displacement and Relocation Assistance Plan (RARAP) is prepared by the City of Muskegon in accordance with the Housing and Community Development Act of 1974, as amended; and the U. S. Department of Housing and Urban Development (HUD) regulations at 24 CFR 42.325, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and is applicable to CDBG (24 CFR 570.606) and HOME-assisted (24 CFR 92.353) projects. Its purpose is to establish standards and methods for minimizing displacement, providing relocation assistance to displaced persons, replacement of demolished or converted affordable housing units, and procedures for disclosure to the public and HUD.

2. Definitions

Displaced Person – Any person who moves from the real property or moves his or her personal property from the real property (1) as a direct result of a written notice of intent to acquire, the negotiations for, or the acquisition of, such real property in whole or in part for a project (2) as a direct result of rehabilitation or demolition for a project or (3) as a direct result of a written notice of intent to acquire or the acquisition rehabilitation or demolition of in whole or in part other real property on which the person conducts a business or farm operation, for a project. A non-exclusive list of persons who do not qualify as displaced persons is available at 49 CFR 24.2(a)(9)(ii).

Program/Project/Activity – Any activity or series of activities undertaken by a Federal Agency or with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal funding Agency guidelines.

Uniform Act – Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894; 42 U.S.C. 4601 et seq.), and amendments thereto.

3. Minimizing Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of Muskegon will take the following steps to minimize the direct and indirect displacement of persons from their homes or businesses:

- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

CNS R-01
RARAP
Page 1 of 6

- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
 - If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).
 - Property acquisition will be highly selective; targeting only those properties deemed essential to the need or success of the project.
-
- Identify and mitigate displacement resulting from intensive public investment in neighborhoods.
 - Priority will be placed on the purchase of unoccupied buildings, if suitable.

4. Assessment of Applicability & Planning

The Community and Neighborhood Services Department of the City of Muskegon is responsible for implementing the following procedures for reviewing projects, assessing eligibility, notification and execution of relocation for federally funded projects through CDBG and HOME Programs:

- A. Before funds are committed, projects must be reviewed by the Director of CNS to ensure the measures to mitigate displacement found in Section 2 of the RARAP are followed. In addition, the project site must be reviewed for the following:
 - i. Previous/current use and occupancy
 - ii. Easements
 - iii. Ownership
 - iv. History of development and state of current development
- B. If temporary or permanent displacement is anticipated to occur in association with a HUD funded activity a written relocation plan must be developed before funds are committed. The plan must include the following:
 - i. Occupancy, with clarifications for recent vacancies.
 - ii. Determinations of whether any business, farm, or nonprofit will be relocated.
 - iii. Eligibility of current occupants to qualify to stay in the property after completion of the project.
 - iv. Number of owners/tenants/businesses to be displaced temporarily and permanently.
 - v. Draft Notices of Displacement and Non-displacement as applicable.
 - vi. Availability of suitable, decent safe and sanitary units for use for residential displaced persons. Replacement site availability for businesses, farms, and nonprofits that are displaced.
 - vii. Estimated costs.
 - viii. Timelines for notification, relocation, payment, etc.

5. Relocation Assistance to Displaced Persons

The City of Muskegon will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and HOME Programs, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

To reduce the burden for households that are displaced, the City of Muskegon will strive to:

- Time the acquisition and/or demolition of properties to allow the maximum amount of time and attention for tenant and owner relocation.
- Ensure temporary displacement due to rehabilitation is for as brief a period as possible.
- Owners and tenants of properties who may be displaced will be given at least a ninety-day notice offering comparable housing prior to being required to move.
- All claims for relocation assistance will be reviewed in an expeditious manner. The claimant will be promptly notified of any additional documentation that is required to support the claim. Payment of the claim shall commence within 30 days of approval of the claim.
- All persons to be displaced as a result of a federally funded activity shall be offered relocation advisory assistance as outlined in 49 CFR 24.205, including assistance filing claims and appeals.

HOME funded projects must provide, to the extent feasible, displaced residential tenants reasonable opportunity to lease and occupy a decent, safe, and sanitary and affordable dwelling unit in the completed project.

6. Replacement Housing Payment (RHP) Installment Policy

In providing relocation assistance in connection with any program administered by the Department of Housing and Urban Development, the agency may not make lump-sum payments to any displaced residential tenant, except where necessary to cover: (1) moving expenses; (2) a down-payment on the purchase of a replacement residence, including a condominium unit or membership in a cooperative housing association; or (3) any incidental expenses related to paragraph (1) or (2). Payments over \$500 will be made in a minimum of 3 installments. Payments under \$500 will be made in a minimum of two installments with a four-month interval between payments.

7. One-for One Replacement of Lower-Income Dwelling Units

The City of Muskegon will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG and HOME Programs in accordance with 24 CFR 42.375.

Before entering into a contract committing the City of Muskegon to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Muskegon will make public by issuing a public notice to be public via the mLive Media Group, which operates the local newspaper of general circulation and submit to HUD the following information in writing:

- A. A description of the proposed assisted project;
- B. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
- C. A time schedule for the commencement and completion of the demolition or conversion;
- D. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided.
- E. The source of funding and a time schedule for the provision of the replacement dwelling units;
- F. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
- G. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Muskegon will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

8. Written Appeals

The City of Muskegon will promptly review appeals in accordance with the requirements of applicable law and 49 CFR 24.10 of the Uniform Act regulations.

Any person who believes he/she has been displaced for a federally assisted project may file a written appeal with the City of Muskegon administering the grant funds under CDBG and HOME. If a person believes that the City of Muskegon has failed to properly consider the person's application for assistance under the Uniform Act or Section 104(d) of the Housing and Community Development Act, by denying benefits, an appeal should be sent to, and will be

reviewed by, the City of Muskegon. Please contact the Community and Neighborhood Services Department of the City of Muskegon if you wish to discuss an appeal at:

Contact Person: Sharonda Carson, Director of CNS
Address: 933 Terrace Street, Muskegon, MI 49440
Phone Number: (231) 724-6968

Assistance, or lack thereof, that can be appealed may include the person's eligibility for, or the amount of, payments required for moving, replacement housing or commercial re-establishment.

The City of Muskegon shall consider written appeals regardless of form. The City of Muskegon may set a reasonable time limit for a person to file an appeal. The time limit shall not be less than 60 days after the person receives written notification of the Agency's determination on the person's claim.

A person has a right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the person's own expense.

The City of Muskegon shall permit a person to inspect and copy all materials pertinent to his or her appeal, except materials which are classified as confidential. The imposition of reasonable conditions on the person's right to inspect, consistent with applicable laws, will be set.

In deciding an appeal, the City of Muskegon will consider pertinent justification and material submitted by the person, to ensure a fair and full review of the appeal. Promptly after receipt of all information submitted by a person in support of an appeal, the City of Muskegon shall make a written determination on the appeal, including an explanation of the basis on which the decision was made, and furnish the person a copy. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office at the address below (24 CFR 570.606(f)).

Detroit Field Office
U.S. Department of Housing and Urban Development
McNamara Federal Building
477 Michigan Avenue, Suite 1645
Detroit, MI 48226

Phone: (313) 226-7900
Fax: (313) 226-5611
TTY: (313) 226-6899

9. Contacts

The Community and Neighborhood Services Department of the City of Muskegon is responsible for the tracking and replacement of lower income dwelling units and ensuring that they are provided within the required period. In addition, this department is responsible for providing

CNS R-01
RARAP
Page 5 of 6

relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

CITY OF MUSKEGON, MICHIGAN

**A RESOLUTION FOR TO APPROVE THE RESIDENTIAL ANTIDISPLACEMENT AND
RELOCATION ASSISTANCE PLAN (RARAP)**

WHEREAS, the City of Muskegon has drafted a Residential Antidisplacement and relocation Assistance Plan to minimize displacement in CDBG and HOME funded projects, and provide for assistance to any displaced persons in accordance with federal regulations at 24 CFR 42.325,

NOW, THEREFORE BE IT RESOLVED, that the City of Muskegon Commission hereby approves of the RARAP, and

BE IT FURTHER RESOLVED, that the City of Muskegon Commission hereby authorizes the Director of Community and Neighborhood Services or their designee to implement the measures described in the RARAP

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on February 28, 2023.

BY: Ann Meisch, City Clerk

Signature

Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 28, 2023		Title: 1194 Pine Lease Agreement	
Submitted By: Sharonda Carson		Department: CNS	
Brief Summary: Staff is seeking commission approval to adopt lease agreement for 1194 Pine St. Unit B			
Detailed Summary & Background: Tenant living at 1194 Pine Unit B is subject to protection from displacement under the Residential Anti-displacement and Relocation Assistance Plan. The Plan was executed by way of the Uniform Rental Assistance (URA) Act of 1070 to avoid unnecessary displacement triggered by acquisition or demolition of properties purchased utilizing CDBG or HOME funds.			
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022 2.4 Develop subsidies to improve housing affordability</i>			
Amount Requested: N/A		Amount Budgeted: N/A	
Fund(s) or Account(s):		Fund(s) or Account(s):	
Recommended Motion: Approve both lease agreement for 1194 Pine St. unit B			
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☒ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐		Guest(s) Invited / Presenting Yes ☐ No ☒	
For City Clerk Use Only: Commission Action:			

RESIDENTIAL LEASE

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

This Lease Agreement (the "Lease") is entered into on _____ ("Effective Date"), between the **City of Muskegon** of 933 Terrace St., Muskegon, MI 49440 ("City") and Greg Chase, of 1194 Pine Street, Apartment B, Muskegon, MI 49442 ("Tenant"), on the terms and conditions set forth below.

In consideration of the mutual promises of the parties set forth in this Lease and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. **Description of Leased Premises.** City leases to Tenant, and Tenant rents from City, the residential premises located at 1194 Pine Street Unit B, Muskegon, MI 49442 (the "Premises"), subject to all the terms and conditions of this Lease.

2. **Term.** The term of this Lease shall be for twelve (12) months commencing on _____, 2023 ("Commencement Date") and ending on _____, 2024 (the "Term"), unless sooner terminated as set forth in this Lease.

3. **Rent.** Tenant shall pay to City the monthly rent of \$_____.00 in advance on the date that this Lease is signed by Tenant (the "First Payment") and on the first day of each month thereafter throughout the Term of this Lease ("Rent"). With respect to the rent due for the first month of the tenancy, if the Lease is executed on a day other than the first day of the month, Tenant shall pay City a prorated amount of \$_____ per day for the remainder of the month. Future rent shall be payable at the address for City listed above or at such other address as requested by City. Tenant shall pay City a late fee of \$25.00 for any Rent not received by City within five (5) days of its due date. City's right to collect this charge shall be in addition to City's right to take action under any other provision of this Lease for Tenant's default in paying Rent or any other charges.

If Tenant fails to perform an obligation of this Lease resulting in a monetary expenditure by City, such amounts will be deemed additional rent immediately due and payable AND all payments made to City will be applied first to any costs and expenses of City for having to collect, including reasonable attorney fees, then to any unpaid: Security Deposit, First Payment; late fees; unpaid utility charges; maintenance costs, repairs, or damages, past due rent; current rent due.

4. **Security Deposit.** At the time this Lease is signed, Tenant will deposit \$_____ with City as a security deposit to be held in a regulated financial institution on City's behalf ("Security Deposit") which may be used only for the purposes permitted under the Michigan Security Deposit Act (MCL 554.601, *et seq.*). The fact that City holds the Security Deposit shall not affect City's right to obtain possession of the Premises for non-payment of rent or for any other reason permitted by law. To the extent that the Security Deposit is not applied in the manner

permitted by the Security Deposit Act, it shall be returnable to Tenant. Tenant shall receive no interest on the Security Deposit. Tenant acknowledges receipt of a notice pursuant to MCL 554.603, a copy of which is attached to this Lease. **It is specifically understood that the Security Deposit shall not be considered prepaid rent and shall not be applied by Tenant on the last month's rent.**

5. **Pet Charge.** All pets are prohibited at the Premises unless specifically allowed in writing by City, such authorization may be withheld for any reason. If a pet is permitted, Tenant shall pay a **nonrefundable** \$200.00 pet charge to City.

6. **House Rules and Regulations.** Tenant's use and occupancy of the Premises shall be subject to the rules of the house furnished to Tenant with this Lease, subject to any reasonable changes or amendments which may be made by City from time to time (the "House Rules"). Any such changes or amendments shall be effective from the date notice is given to Tenant, or from the effective date specified therein, whichever is later. City will give Tenant at least thirty (30) days notice of any House Rule changes or amendments. Any violation of the House Rules, including amendments, shall constitute an automatic default by Tenant of this Lease, and shall be grounds for repossession of the Premises by City and forfeiture of Tenant's right to occupancy of the Premises.

7. **Use and Authorized Occupants.** The only authorized occupants of the Premises during the term of this Lease, other than Tenant, are _____.

Tenant must reside in the Premises during the Term of this Lease, and Tenant shall use the Premises only as a private dwelling for Tenant and the authorized occupants listed above. If any person other than the authorized occupants listed above resides overnight at the Premises for more than a total of fourteen (14) days during the term of this Lease, that person shall be treated as an "Extra Occupant" for purposes of this Lease, and City may, at City's option, either declare such residency to be an automatic default under this Lease, or, not declare an automatic default but adjust the monthly rental rate upwards by the sum of \$100.00 per month for every Extra Occupant ("Occupant Rent"). Tenant shall be responsible for all Occupant Rent from the first month the Extra Occupant began staying at the Premises and shall continue through the remainder of the Term. For purposes of this paragraph, neither a biological child or a legally adopted child of Tenant shall constitute an Extra Occupant.

8. **Taxes.** City shall pay all real property taxes and assessments on the Premises.

9. **Insurance.** City may, at City's option, keep in force general public liability insurance protecting City against claims for damage to person or property, including damage to the Premises. City is under no duty to keep in force any insurance to protect the person or property of Tenant. If Tenant wishes to enjoy insurance protection for Tenant's person or property, it shall be Tenant's sole responsibility to obtain such insurance at Tenant's sole expense.

Tenant releases City from any liability arising from loss, damage, or injury caused by fire or other casualty for which insurance is carried by Tenant under a policy that permits waiver of liability and waives the insurer's rights of subrogation, to the extent of any recovery by the injured party under the policy.

10. **Utilities.** Tenant shall pay all utility charges on the Premises, including water, sewer, electric, gas, telephone service, cable or satellite television, and Internet access. Tenant shall place all such services in Tenant's name for billing purposes immediately upon Tenant taking possession of the Premises. Tenant's failure to do so ten (10) days from taking possession of the Premises shall be deemed an automatic default of this Lease.

11. **Condition of Premises.** Tenant accepts the Premises "AS IS", in its existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of City as to the condition of the Premises. In no event shall City be liable to Tenant for any defect in the Premises. No representation or warranty of habitability, express or implied, has been made by or on behalf of City to Tenant. This Lease has been constructed with due consideration of the requirements contained in MCL 554.139, which concerns a landlord's duty to keep fit the premises and common areas, and specifically the modification of duties contained in MCL 554.139(2). Nothing in this paragraph is intended to contradict or be in violation of the Michigan Truth In Renting Act (MCL 554.632 *et seq.*).

Without limitation to the above, City specifically disclaims any warranty against, knowledge of, or responsibility for the presence of lead-based paint, toxic mold, or any other hazardous substance, patent or latent, in or near the Premises. Tenant may, at Tenant's expense, prior to the commencement of the term of this Lease, conduct scientific testing of the Premises to detect the presence of any hazardous substance, and Tenant's failure to conduct such testing shall be deemed a complete release of City from any claim based on any hazardous substance. Tenant acknowledges the receipt of City's lead-based paint disclosure.

At the termination of this Lease, Tenant shall return the Premises and all equipment, appliances, and fixtures in as good a condition as when Tenant took possession, ordinary wear and tear excepted. Upon Tenant's failure to do so, City may restore the Premises, including all equipment, appliances, and fixtures, to such condition, and Tenant shall be responsible to pay the total cost of restoration.

Tenant agrees to leave the Premises clean, which shall include washing windows inside and out, floors, walls, scrubbing the bathroom and kitchen, including the oven, refrigerator, and kitchen cabinets. Tenant agrees to clean the carpeting in a professional manner at the termination of this Lease. Tenant also agrees to remove all debris from the Premises at the termination of this Lease. In the event Tenant does not complete this cleaning in a workmanlike manner, Tenant shall be responsible for the total cost of a cleaning fee, based upon the time and cost involved in the completion of the cleaning of the Premises.

12. **Maintenance.** Tenant shall maintain the Premises in reasonable repair during the term of this Lease and comply with the health and safety laws of Michigan and the local unit of government where the Premises are located.

All personal property in the Premises shall be at the risk of Tenant only, and City shall not be liable for any loss of or damage to such personal property, to the Premises or to Tenant arising from the bursting, stoppage, or leaking of water, gas, sewer or steam pipes, the stoppage or failure of operation of any part of the mechanical plant of the building, or heating, air conditioning,

plumbing or electrical facilities, or from any acts or neglect of co-tenants, Extra Occupants, guests, invites, or others at the Premises on Tenant's behalf.

As a condition of this Lease, City is required (i) to accomplish snow removal from the driveway, sidewalks, steps, and related structures, as necessary, (ii) to perform or cause to be performed all yard work necessary to maintain the yard in its current condition, and (iii) to make all repairs to all appliances in the Premises, so long as such repairs are not due to Tenant's miscount or negligence.

13. **Fire or Casualty.** In the event the Premises are totally destroyed by fire, wind, or other causes beyond the control of City, or are condemned or otherwise taken by authority of local, state, or federal government, then in any of these events this Lease shall terminate as of the date of such destruction, condemnation, or taking. If the Premises are damaged by fire, rain, wind, or other such causes, so as to render the same partially untenable or partially unfit for use, but are repairable within a reasonable time, then this Lease shall remain in full force and effect, but Rent shall be proportionately reduced until the Premises are repaired, provided, however, City shall have the right, at City's sole option, to place Tenant in suitable temporary quarters until the Premises are again fully habitable.

14. **Assignment or Subletting.** Tenant is prohibited from assigning Tenant's interest in this Lease or from subletting the Premises.

15. **Reserved Rights.** City reserves the following rights:

a. to enter the Premises at all reasonable hours for inspection, repairs, alterations, or additions; City intends to conduct a minimum of two regular inspections per year and shall provide Tenant twenty-four (24) hours notice;

b. to enter the Premises for any purpose whatsoever related to the safety, protection, preservation or improvement of the Premises or the building; and

c. to retain and use pass keys to the Premises.

The exercise of the reserved rights of City shall never be deemed an eviction or disturbance of Tenant's peaceful use and possession of the Premises and shall never render City liable in any manner to Tenant or to any person in the Premises.

16. **Liens and Encumbrances.** Tenant will not create or permit to be created or to remain, and will promptly discharge, at Tenant's sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, which lien, encumbrance or charge arises out of the use or occupancy of the Premises by Tenant or by reason of any labor or materials furnished or claimed to have been furnished to Tenant or by reason of any construction, alteration, addition, repair or demolition of any part of the Premises. Notice is given that City will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Premises or any part thereof through or under Tenant, and that no construction or other liens for any such labor or materials shall attach to the interest of City in and to the Premises.

17. **Abandoned Property.** It is expressly agreed by the parties that any personal property left on the Premises by Tenant after Tenant vacates the Premises or after this Lease is terminated may be considered by City to be abandoned by Tenant, and City shall have the right, without further notice, to sell or otherwise dispose of the personal property, and retain the proceeds, if any, derived from the same.

18. **Keys and Locks.** Tenant shall not install additional or different locks on any doors or windows of the Premises without written permission of City, which may be withheld for any reason. If Tenant is permitted to install additional or different locks, Tenant shall provide City with a key for each such lock. At the termination of the Lease, Tenant shall return all keys to the Premises to City. City may charge Tenant \$25.00 for each key not returned, including for any additional or different locks installed by Tenant.

19. **Improvements by Tenant.** Tenant agrees that all improvements of any type made by Tenant to the Premises, including without limitation painting, the installation of fixtures or appliances, snow removal or yard maintenance, shall be the property of City, and that Tenant shall receive no credit against rent owed for such improvements and such improvements shall become part of the Premises.

20. **Default and Repossession.** Both City and Tenant have read, understood, and agree to all of the paragraphs of this Lease, including the attached House Rules, and that **ANY** infraction of a provision of this Lease shall constitute an automatic default, providing grounds for the immediate institution of summary proceedings and repossession by City.

If the Premises are deserted or vacated, or if there is a default in the payment of Rent or any part thereof for more than seven (7) days after written notice of such default by City, or if there is a default in the performance of any other covenant, agreement, condition, rule or regulation in this Lease or incorporated by reference for more than seven (7) days after written notice of such default by City, this Lease (if City so elects) shall become null and void, and City shall have the right to reenter or repossess the Premises, either by summary proceedings, surrender, or otherwise, and dispossess and remove Tenant, Extra Occupants, and any other guests, invitees, or others at the Premises on Tenant's behalf, and the entirety of the effects at the Premises, without being liable to any prosecution. In such case, City may, at City's option, relet the Premises or any part of the Premises, as the agent of Tenant, and Tenant shall pay City the difference between the rent set forth in Section 2 above for the portion of the term of this Lease remaining at the time of reentry or repossession and the amount, if any, received or to be received under such reletting.

21. **Lease Renewal.** If Tenant has occupied the Premises for the full Term and has maintained the Premises in good condition, made all Rent payments, and has acted in accordance with all other terms provided for herein, unless otherwise terminated in writing by both parties, this Lease shall automatically renew. The Term shall be extended by another twelve (12) month period and all provisions herein shall continue in full force in effect ("Lease Renewal"). Notwithstanding the forgoing, Rent for each Lease Renewal shall increase by at least ___% but no more than ___% and City may, at its option, require Tenant to pay additional security deposit money to adjust for the increase in Rent.

22. **Termination of Lease.** Tenant may terminate this Lease for any reason during the Term by providing City with written 30-day notice of such intent to terminate.

23. **Termination of Lease (Drug Activity).** In the event that Tenant, a member of Tenant's household, or other person under Tenant's control has manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Premises, City may terminate this Lease on 24 hours' notice by giving Tenant a written 24 hour notice to quit.

24. **General Provisions.**

a. **Governing Law.** This Lease is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of the State of Michigan.

b. **Entire Agreement.** This Lease shall constitute the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Lease and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

c. **Binding Effect.** This Lease shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns.

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

e. **Non-Waiver.** No waiver by any party of any provision of this Lease shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Lease.

f. **Severability.** Should any one or more of the provisions of this Lease be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Lease shall not in any way be impaired or affected.

g. **Venue.** The parties agree that for purposes of any dispute in connection with this Lease, the Muskegon County District or Circuit Court, as appropriate, shall have exclusive jurisdiction and venue.

h. **Terms.** Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

i. **Full Execution.** This Lease requires the signature of both parties. Until fully executed, on a single copy or in counterparts, this Lease is of no binding force or effect and if not fully executed, this Lease is void.

City and Tenant executed this Lease effective as of the date set forth above.

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE ANY QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WISH TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

City of Muskegon -

By: _____
Its: _____
Date: _____

Tenant(s) -

Name: _____
Date: _____

Name: _____
Date: _____

HOUSE RULES

1. Waterbeds are prohibited.
2. Small dogs and cats may be permitted on the Premises on a case by case basis by City. All other pets are prohibited, including, but not limited to, large dogs, birds, fish, rodents of all kinds, reptiles or amphibians, bees or ants. Service animals permitted.
3. Tenant shall not allow visitors or guests to bring pets inside the Premises, or to keep pets in the yard overnight.
4. Tenant shall not store any gasoline, fuel oil, toxic agents, or other potentially hazardous substances on the Premises.
5. No auto repairs shall take place inside or on the Premises.
6. Motor vehicles such as motorcycles, snowmobiles, watercraft of any type, and the like shall be kept outdoors and not stored inside the Premises, except in a garage. No vehicles shall be parked or stored at any time in the front yard on the lawn.
7. Tenant and/or Tenant's guests shall not drive or park on the lawn or other landscaped surfaces.
8. All garbage and refuse shall be stored in garbage pails or similar receptacles with tight fitting lids.
9. Tenant shall not throw sweepings, rags, rubbish, garbage, etc., into toilets, bathtubs or sinks, or any other place not provided for that use. Tenant shall be held strictly liable for any damage to the Premises resulting from overflow from the toilet, sinks, and bathtub in the Premises.
10. Tenant shall not use any method of heating the Premises other than that supplied by City.
11. Tenant shall not conduct any commercial business inside or from the Premises.
12. Tenant shall at all times control music, loud talking, and noise so as not to interfere with the reasonable rights of the surrounding neighbors.
13. Tenant shall not perform any act or carry on any practice which may injure the Premises or be a nuisance or menace to neighbors.
14. Tenant shall not use or permit visitors to use or possess controlled substances on the Premises, such as marijuana, cocaine, and like substances.
15. Tenant shall fully comply with any and all local, county, state and federal ordinances which affect the Premises.

16. Tenant shall not hang pictures or other items from walls in the Premises by any means that is not readily repairable. In particular, without limitation, Tenant shall not tape pictures or other items to walls as this can permanently damage the walls.
17. Tenant shall not affix any antenna or satellite dish to the Premises without City's prior permission.
18. Tenant shall not paint any woodwork, trim, doors, or cabinets in the Premises.

Reviewed and Approved –

City of Muskegon -

By: _____

Its: _____

Date: _____

Tenant(s) -

Name: _____

Date: _____

Name: _____

Date: _____

NOTICE PERTAINING TO SECURITY DEPOSIT

Whenever provision is made for notice to City of any kind, it shall be deemed sufficient notice if the notice is in writing and addressed to: _____.

Whenever provision is made for notice to Tenant of any kind, it shall be deemed sufficient notice if the notice is in writing and addressed to: _____.

Pursuant to MCL 554.604(1), Tenant's security deposit is on deposit with the regulated financial institution listed below:

[Name of institution]

"You must notify your City in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your City shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."
MCL 554.603.

City of Muskegon -

By: _____
Its: _____
Date: _____

Tenant(s) -

Name: _____
Date: _____

Name: _____
Date: _____

COMMENCEMENT AND TERMINATION INVENTORY CHECKLIST

"YOU SHOULD COMPLETE THIS CHECKLIST, NOTING THE CONDITION OF THE RENTAL PROPERTY, AND RETURN IT TO THE CITY WITHIN 7 DAYS AFTER OBTAINING POSSESSION OF THE RENTAL UNIT. YOU ARE ALSO ENTITLED TO REQUEST AND RECEIVE A COPY OF THE LAST TERMINATION INVENTORY CHECKLIST WHICH SHOWS WHAT CLAIMS WERE CHARGEABLE TO THE LAST PRIOR TENANTS."

The following is the complete inventory checklist for the Premises located at _____, Muskegon MI _____. Any space left blank will be deemed an acknowledgment that the item is in good, acceptable condition.

	<u>Beginning Condition</u>	<u>Ending Condition</u>
Living Room		
Door (Including locks)	_____	_____
Patio Door	_____	_____
Screen Door	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Plugs and Switches	_____	_____
Dining Room		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights & Switches	_____	_____
Entry		
Door	_____	_____
Ceiling	_____	_____
Walls	_____	_____
Carpet/Floor	_____	_____
Hallway		
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Switches and Plugs	_____	_____
Hall Closet		
Door	_____	_____
Ceiling	_____	_____
Shelves	_____	_____
Carpet/Floor	_____	_____

	<u>Beginning Condition</u>	<u>Ending Condition</u>
Kitchen		
Vinyl	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and Switches	_____	_____
Stove/Oven	_____	_____
Refrigerator	_____	_____
Disposal	_____	_____
Sink	_____	_____
Cabinets	_____	_____
Counter top	_____	_____
Bedroom #1		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and Switches	_____	_____
Closet	_____	_____
Bedroom #2		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and Switches	_____	_____
Closet	_____	_____
Bedroom #3		
Door	_____	_____
Windows	_____	_____
Screens	_____	_____
Carpet	_____	_____
Walls	_____	_____
Ceiling	_____	_____
Lights and Switches	_____	_____
Closet	_____	_____

	<u>Beginning Condition</u>	<u>Ending Condition</u>
Basement		
Lights & Switches	_____	_____
Door	_____	_____
Furnace	_____	_____
General Area	_____	_____
Stairway	_____	_____
I have received (yes or no):		
Broiler Pan	_____	_____
Butter Dish	_____	_____
Ice Cube Trays	_____	_____

Beginning Condition Inventory Checklist made on _____, _____.
Ending Condition Inventory Checklist made on _____, _____

City of Muskegon -

By: _____
Its: _____
Date: _____

Tenant(s) -

Name: _____
Date: _____

Name: _____
Date: _____

**NOTICE OF DAMAGES
or
Other Claim Against Security Deposit**

Tenant's Name and
Forwarding Address

City of Muskegon's
Mailing Address

Item	/	Description of Damages or Other Charges	/	Cost or Estimate
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Amount of Security Deposit	=	\$
Total Damages/Charges	=	\$
Total Rent Due	+	\$
Amount Due to/from Tenant:	=	\$

"YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN 7 DAYS AFTER RECEIPT OF SAME, OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES." MCL 554.609

City of Muskegon -

By: _____
Its: _____
Date: _____

Lead-Based Paint Disclosure Form

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

City's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards. **[check (i) or (ii) below]**

_____ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing. **[explain]**

_____ (ii) City has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the City. **[check (i) or (ii) below]**

_____ (i) City has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. **[list documents below]**

_____ (ii) City has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

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

City of Muskegon -

Tenant(s) -

By: _____

Its: _____

Date: _____

Name: _____

Date: _____

Name: _____

Date: _____

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 28, 2023	Title: Housing Board of Appeals, Demolitions
Submitted By: Director Timothy E Kozal	Department: Public Safety
Brief Summary: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.	
Detailed Summary & Background: Housing Board of Appeals has deemed 835 W. Forest Ave to be in property maintenance violation. Property has been a long-standing area of blight and public nuisance/hazard.	
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>	
Amount Requested: BIDS	Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder	
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

EN1900277-835 W Forest Ave
CC MEETING February 28, 2023

Jesus C Padilla
1741 Division St
Muskegon, MI 49441

Information:

A complaint was received in 2017 regarding the condition of the home. Owner had a permit in place at the time but allowed that permit to expire without inspection. A Dangerous Building enforcement was opened in April of 2019 due to work taking place without permits. On April 4th, 2019 an All-Trades inspection was completed and a violation list was provided to the owner. On April 10th, 2019 the owner pulled a building permit for Dangerous Building repairs. Permit expired in January 2020. Around this time, a new roof was put on the house without a permit or inspections. Work continued on the house without proper permits or inspections until February 2021 when a new building permit was issued. This permit has since expired. There are 6 expired or closed permits since 2017 for building, plumbing, and mechanical projects. On January 19th, 2022 the owner applied for a new permit which only included new drywall and insulation in the living room, 1 bedroom, the kitchen, and 1 bathroom. Permit expired on 7/18/22. City Commission Tabled case for 30 days in January of 2023.

Owner Contact:

- On 12/14/20 a Notice and Order was sent and posted.
- On 1/19/22 a 10-day Notice of Hearing was sent and posted.
- On 1/19/22 a 10-day Notice of Hearing was sent and posted.
- On 7/18/22 a 10-Day Notice of Hearing was sent and posted.
- On 8/5/22 Housing Board of Appeals declared the structure for demolition.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

Owner has been in contact with staff regarding ongoing issues at property. Multiple complaint notices, tickets, and letters sent to owner whole working without permit. No contact with owner on this property since commission meeting in January.

Additional Information:

- This is a $\frac{3}{4}$ story, 1536 Sq Ft single family home with an unfinished basement.
- SEV & Taxable value: \$29,700
- Built in N/A. Effective age 51 yrs
- Current property taxes due: \$229.99
- Staff estimated cost for interior/exterior repairs at \$30,000
- 13 enforcement actions for grass, trash, working without permits, and brush since 2019
- The structure is in the Nims neighborhood.

Permits obtained:

- Issued 2/10/2021 for new siding on house. 8/9/2021 that permit expired.
- Issued 1/9/2022 for additional insulation. 7/18/2022 that permit expired.
- Issued 8/10/2022 to complete roofing siding and facia. 9/12/2022 that permit expired.



2.20.2023 15:21



2.20.2023 15:21



1:10:2023 15:06

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: February 28, 2023	Title: Housing Board of Appeals, Demolitions
Submitted By: Director Timothy E Kozal	Department: Public Safety
Brief Summary: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder.	
Detailed Summary & Background: Housing Board of Appeals has deemed 771 McLaughlin Ave and 1984 Reynolds St. to be in property maintenance violation. Property has been a long-standing area of blight and public nuisance/hazard.	
Goal/Focus Area/Action Item Addressed: <i>Refer to the 2022-2027 Long Term Goals document.</i>	
Amount Requested: BIDS	Amount Budgeted: <i>Contact Finance if your item does not fit into the current budget.</i>
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To concur with the Housing Board of Appeals decision to demolish and authorize administration to obtain bids for the demolition and that the Mayor and Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder	
Approvals: <i>Get approval from division head at a minimum prior to sending to the Clerk.</i> Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	Guest(s) Invited / Presenting Yes ☐ No ☐
For City Clerk Use Only: Commission Action:	

EN1805470 1984 Reynolds St
CC MEETING February 28, 2023

Saul Briggs
1960 Catalina Dr.
Muskegon, MI 49444

Information:

In August of 2018, CPS requested assistance from the Muskegon PD and the Building Department regarding the conditions of the home. An inspection was conducted, and it was determined that the home should not be occupied until the deficiencies were addressed. The property was posted with a Do Not Occupy order, and a Cease-and-Desist order was issued to the owner. A plan of abatement was received in October 2018, but the only permit that was received was for siding. That permit was closed without any apparent progress and without inspections have been requested. The house was declared by the HBA in October 2018 and the City Commission concurred with their ruling later that month. A Notice of Resolution was filed following the HBA ruling, but the Register of Deeds has processed and filed multiple Quit Claim Deeds since then resulting in some confusion around the legal owner of the property. The "current owner" of record applied for permits in October 2020. That permit expired in July 2021 without any inspections and without any notable progress. The house has been sold again. Previous owner had submitted a plan of abatement in September 2020 following the HBA's decision to table the case for 60 days to allow the owner time to submit plans and permits. PB200974 was issued with a scope of completely gutting the house and renovating the interior in addition to the necessary exterior repairs. This permit was set to expire on 7/5/21 and was closed without any inspections having been called for.

Owner Contact:

- On 10/25/18 a City Commission Determination letter was sent and posted.
- On 10/25/18 a Notice of Resolution was filed with the Register of Deeds.
- On 8/12/20 a HBA 10-Day notice was sent and posted.
- On 9/8/20 a HBA notice to table was sent and posted.
- On 12/11/20 a HBA 10-Day notice was sent and posted.
- On 1/25/21 a HBA 10-Day notice was sent and posted.
- On 5/7/21 a HBA 10-Day notice was sent and posted.

- On 8/23/22 a 10-Day Notice of Hearing was sent and posted.
- On 09/02/22 HBA Determination letter was sent and posted.
- On 02/13/23 Notice of City commission letter was sent and posted.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

On 2/28/22 the owner called staff to convey his desire to fix the property. To date, no new permits have been applied for and no update plan of abatement has been received.

Additional Information:

- This is a 2 story, 1,916 Sq Ft, two-unit home.
- SEV & Taxable value: \$19,500
- Built in N/A. Effective age 52yrs.
- Current property taxes due: \$90.82
- Utility Billing and Special Assessment fees: \$241.65 & \$75.40
- Staff estimated cost for interior/exterior repairs at \$60,000
- 9 enforcement actions for grass, brush, and trash since 2019
- The structure is in the Marsh Field neighborhood.

Permits obtained:

- Issued 2/10/2021 for new siding on house. 8/9/2021 that permit expired.
- Issued 1/9/2022 for additional insulation. 7/18/2022 that permit expired.
- Issued 8/10/2022 to complete roofing siding and facia. 9/12/2022 that permit expired.
- No permits have been applied for since.



2.20.2023 14:45





EN1906454 771 McLaughlin Ave
CC MEETING February 28, 2023

Marion Cannon
PO Box 1515
Muskegon, MI 49443

Information:

This house was initially noted in August 2019 via a police complaint. Staff observed the property to be vacant and severely deteriorated. Property has a chronic squatter problem with all windows and doors being boarded up, but squatters still gaining access. Police, fire, and medical have all responded to this property over the years. Owner has not been in contact with staff regarding ongoing issues at property. Staff contacted relatives provided by PW management who was in care of the owner since 2018. Only remaining relative has zero interest in the property. Owner, Marion Cannon, is deceased,

Owner Contact:

No contact with owner.

All notices are sent via First Class Mail, Certified Mail, and posted to the structure.

Staff Correspondence:

NO STAFF CORRESPONDENCE

Additional Information:

- This is a 1-1/2 Story, single-family house with 1,764sqft.
- SEV & Taxable value: \$30,300
- Built in N/A. Effective age 51yrs.
- Current property taxes due: \$1,471.65
- Special Assessment: \$56.55
- Staff estimated cost for exterior repairs at N/A due to lack of interior access.
- 9 enforcement actions for grass, board-up, and trash since 2022.
- The structure is in the Angell neighborhood.

Permits obtained:

- No permits obtained.



2.20.2023 15:03



2.20.2023 15:04

