

CITY OF MUSKEGON

CITY COMMISSION MEETING

August 26, 2025 @ 5:30 PM

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

AGENDA

- ☐ CALL TO ORDER:
- ☐ PRAYER:
- ☐ PLEDGE OF ALLEGIANCE:
- ☐ ROLL CALL:
- ☐ HONORS, AWARDS, AND PRESENTATIONS:
- ☐ PUBLIC HEARINGS:
- ☐ FEDERAL/STATE/COUNTY OFFICIALS UPDATE:
- ☐ PUBLIC COMMENT ON AGENDA ITEMS:
- ☐ CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. Sale of 561 Catherine Planning
 - C. Roller Purchase Public Works
 - D. Ordinance Amendment: Curfew (SECOND READING) Public Safety
 - E. First Amendment to PILOT Agreement for Park Terrace Apartments Acquisition Manager's Office
 - F. First Amendment to Municipal Services Agreement Park Terrace Apartments Acquisition Manager's Office
 - G. First Amendment to the PILOT Agreement for Village at Park Terrace Acquisition Manager's Office
 - H. First Amendment to Municipal Services Agreement for Village at Park Terrace Acquisition Manager's Office
 - I. Amendment to the Planned Unit Development (PUD) at Harbour Towne -

Changes to the Restaurant at 3505 Marina View Point. Planning

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **GENERAL PUBLIC COMMENT:**

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

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

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

www.shorelinecity.com

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

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



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 26, 2025	Title: Approval of Minutes																				
Submitted by: Ann Meisch, City Clerk	Department: City Clerk																				
Brief Summary: To approve minutes of the August 11, 2025, Commission Worksession Meeting, and the August 12, 2025, City Commission Meeting.																					
Detailed Summary & Background:																					
Goal/Action Item:																					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																					
Amount Requested:			Budgeted Item:																		
			Yes		No		N/A	X													
Fund(s) or Account(s):			Budget Amendment Needed:																		
			Yes		No		N/A	X													
Recommended Motion: Approval of the minutes.																					
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>			Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Name the Policy/Ordinance Followed:			
			Immediate Division Head																		
			Information Technology																		
			Other Division Heads																		
			Communication																		
			Legal Review																		

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

August 11, 2025 @ 5:30 PM
MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The City Commission Worksession Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Monday, August 11, 2025.

Present: Mayor Ken Johnson, Vice Mayor Rebecca St.Clair, Commissioners Katrina Kochin and Jay Kilgo, City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch
Absent: Commissioners Willie German, Jr., Rachel Gorman, and Destinee Keener

2025-64 NEW BUSINESS

A. Regional Transit Authority Manager's Office

Staff is seeking direction on the City of Muskegon's participation in a new regional transit authority.

In October 2024, the City Commission approved Articles of Incorporation as a first official step in forming a regional transit authority. The articles outline the members, district served, purposes and power of the authority, details of the Board of Directors, how the work will be funded, how future amendments are made and approved, and methods for members to be released from the authority.

As you are aware, not all of the four member communities approved the Articles of Incorporation. Discussion among the communities has continued, and it is unlikely that at least one and possibly two communities will join the authority, leaving an authority comprised of two or three communities. Staff is asking the commission to consider whether they are willing to join a smaller authority. It is likely that the remaining communities will contract with the authority for certain transit services, most likely the Go Bus. It is also likely that fixed routes will be offered in the non-member communities to ensure residents who use fixed routes can reach their desired destinations.

Commission decided to not pursue this at this time, but would be happy to revisit this if circumstances change.

ANY OTHER BUSINESS

The Mayor asked if there would be interest in placing an Advisory Ballot Question on the November, 2025, ballot. Commission discussed this item and decided to not go forward with this.

PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The City Commission Worksession Meeting adjourned at 6:50 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

August 12, 2025 @ 5:30 PM

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

MINUTES

CALL TO ORDER

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, August 12, 2025. Mayor Johnson opened the meeting with a moment of silence, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Jay Kilgo, Destinee Keener, Rachel Gorman, and Katrina Kochin, City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch
Absent: Commissioner Willie German, Jr.

2025-65 HONORS, AWARDS, AND PRESENTATIONS

A. HBCU Club of Muskegon - Tarra Carson Mayor's Office

Tarra Carson and Tinoko explained that the HBCU Club of Muskegon provides program and career services to residents in the west Michigan area for grades 7 through college. They gave an update and thanked the City Commission for their support.

B. Zoe from the Nelson Neighborhood spoke about the litter issue in the City of Muskegon. Would like to have community cleanups that involve the children because if we involve the children then they will grow into caring adults.

2025-66 PUBLIC HEARINGS

A. PA 210 Commercial Rehabilitation Certificate - 1700 Oak Avenue Economic Development

Pursuant to Public Act 210 of 2005, as amended, Muskegon Central Park, LLC has requested the issuance of a Commercial Rehabilitation Certificate at 1700 Oak Avenue.

Muskegon Central Park, LLC is requesting a Commercial Rehabilitation Certificate for the property located at 1700 Oak Avenue. This site is the former General Hospital, which is now planned for redevelopment into six (6) three-story multifamily buildings, totaling 144 dwelling units ranging from one (1) to three (3) bedrooms.

A Commercial Rehabilitation District for this site was established following a public hearing held by the City Commission on July 22, 2025, allowing taxing jurisdictions the opportunity to provide input. Establishment of the district is a required step prior to the consideration of a certificate under Public Act 210 of 2005. In addition to the PA 210 incentive, this project also received approval for a Brownfield Plan Amendment on February 25, 2025. If approved, the Commercial Rehabilitation Certificate will freeze the taxable value of the existing building (in this case, the vacant hospital structure), and exempt the new real property investment from local property taxes for the duration of the certificate. The school operating tax and State Education Tax (SET) will continue to be levied. Land and personal property are not eligible for exemption under this act. The estimated capital investment exceeds \$21 million and is expected to create approximately 100 construction jobs, and generate three (3) new permanent jobs following project completion.

The City's internal tax committee has reviewed the application and is recommending an abatement duration of ten (10) years.

STAFF RECOMMENDATION: I move to close the public hearing and approve the Commercial Rehabilitation Certificate for 1700 Oak Avenue for a duration of ten (10) years, and authorize the Mayor and City Clerk to sign.

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

Motion by Commissioner Keener, second by Commissioner Kochin, to close the public hearing and approve the Commercial Rehabilitation Certificate for 1700 Oak Avenue for a duration of ten (10) years, and authorize the Mayor and City Clerk to sign the application and the resolution.

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

MOTION PASSES

B. PA 198 Industrial Facilities Exemption - 701 W. Laketon Ave. Economic Development

Pursuant to Public Act 198 of 1974, as amended, Molding Media of America, 701 W. Laketon Ave. has requested the issuance of an Industrial Facilities Exemption Certificate for the property located at 701 W. Laketon Ave.

Molding Media of America (MMA) has submitted an application for an Industrial

Facilities Exemption (IFT) certificate for real property improvements at 701 W. Laketon Avenue, the former Great Lakes Die Cast facility. The company is proposing a capital rehabilitation investment of \$185,000. If approved, the IFT certificate would reduce property taxes on the real property improvements by 50%.

MMA is a newly established company created in response to the anticipated closure of the current fiberglass supplier for SRS Fiberglass Products. To fill this gap in the market, MMA intends to develop a 68,000 sq. ft. fiberglass processing facility to serve the automotive, commercial interiors, and HVAC markets. In addition to the real property investment, the company plans to make significant investments in equipment and create approximately 50 high-paying jobs over the next two years.

As a new business, MMA has signed the City's Equal Employment Opportunity and Inclusive Workforce Development Letter, affirming its commitment to building a workforce that reflects the diversity of the City of Muskegon. The City's EEO & Employee Relations Director, in collaboration with the Economic Development Department, will monitor the company's progress toward these workforce goals.

Following review, the City's Internal Tax Committee recommends approval of a 9-year abatement term for the proposed investment.

STAFF RECOMMENDATION: I move to close the public hearing and approve the issuance of an Industrial Facilities Exemption Certificate for a period of nine (9) years for the property located at 701 W. Laketon Avenue, and to authorize the Mayor and City Clerk to sign.

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

Motion by Vice Mayor St.Clair, second by Commissioner Kochin, to close the public hearing and approve the issuance of an Industrial Facilities Exemption Certificate for a period of nine (9) years for the property located at 701 W. Laketon Avenue, and to authorize the Mayor and City Clerk to sign the application and the resolution.

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

MOTION PASSES

C. Neighborhood Enterprise Zone Certificates - 283 E. Walton Ave., 287 E. Walton Ave., 286 Myrtle Ave., 294 Myrtle Ave., 518 Oak Ave., 450 Orchard Ave., and 454 Orchard Ave. Economic Development

The staff are requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for a new construction home at 283 E. Walton Ave., 287

E. Walton Ave., 286 Myrtle Ave., 294 Myrtle Ave., 518 Oak Ave., 450 Orchard Ave., and 454 Orchard Ave.

An application for Neighborhood Enterprise Zone (NEZ) certificates has been received from RSW Holdings LLC and Barrowstone Capital LLC for the construction of single-family homes located at 283 E. Walton Ave., 287 E. Walton Ave., 286 Myrtle Ave., 294 Myrtle Ave., 518 Oak Ave., 450 Orchard Ave., and 454 Orchard Ave. The estimated construction cost for each home is \$157,000. These properties were previously owned by the City of Muskegon. The applicant has met all local and state requirements necessary for the issuance of the NEZ certificate.

STAFF RECOMMENDATION: I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 283 E. Walton Ave., 287 E. Walton Ave., 286 Myrtle Ave., 294 Myrtle Ave., 518 Oak Ave., 450 Orchard Ave., and 454 Orchard Ave and authorize the City Clerk and Mayor to sign the certificates and resolutions.

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

Motion by Commissioner Kochin, second by Commissioner Kilgo, to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 283 E. Walton Ave., 287 E. Walton Ave., 286 Myrtle Ave., 294 Myrtle Ave., 518 Oak Ave., 450 Orchard Ave., and 454 Orchard Ave and authorize the City Clerk and Mayor to sign the applications and resolutions.

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

MOTION PASSES

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were made.

2025-67 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the July 22, 2025, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Sale of 577, 695, 723 Amity and 461 White Planning

Staff is seeking authorization to sell the City-owned vacant lots at 577, 695, and 723 Amity as well as 461 White to Robert Muusse.

Robert Muusse would like to purchase the City-owned buildable lots at 577, 695, and 723 Amity as well as 461 White for \$12,150 (75% of the True Cash Value of

\$16,200) plus half of the closing costs, and the fee to register the deed. Robert Muusse will be constructing a single-family home on each of the properties, for a total of 6 homes.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 577, 695, 723 Amity and 461 White to Robert Muusse.

C. Sale of 619 Amity Planning

Staff is seeking authorization to sell the City-owned vacant lot at 619 Amity to Four Properties LLC.

Four Properties LLC (Tyce VanNoord) would like to purchase the City-owned buildable lot at 619 Amity for \$3,750 (75% of the True Cash Value of \$5,000) plus half of the closing costs, and the fee to register the deed. The parcel will be split into three buildable lots. Four Properties LLC will be constructing a duplex and an accessory dwelling unit (ADU) on two of the properties, and a duplex only on the third property; for a total of three duplexes and two ADUs.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lot at 619 Amity to Four Properties LLC.

D. Filtration - Hypochlorite Storage Tank Liner Installations Public Works

Staff is requesting authorization for the installation of two PVC liners for two hypochlorite storage tanks at the Water Filtration Plant from Wagner Enterprises Inc.

The Water Filtration Plant uses sodium hypochlorite in the production of drinking water. The application of sodium hypochlorite is one of several crucial processes used to inactivate or remove pathogens from the water. Our current storage tanks were originally installed in 1997 and are showing signs of delamination on the interior walls. Replacing both tanks at this time would require significant building alterations, including removal of the roof, piping, and electrical components that are currently in the way. With the current configuration of the storage space, the installation of liners was their recommendation to extend the life of the tanks without undergoing significant building alterations to install new tanks. The installation of liners will also significantly reduce any downtime needed to extend the life of these tanks when compared to re-coating them with more fiberglass or similar materials. Fiberglass repairs have been undertaken in the past, but these repairs fail relatively quickly and do not provide a long-lasting solution.

Wagner Enterprises Inc is the manufacturer's representative for all of our Belding chemical storage tanks, including the hypochlorite tanks. Other bids were not solicited at this time, as staff feels Wagner Enterprises's experience with our specific tanks is invaluable. This should make for a smooth installation process as they are familiar with the construction and material of the current tanks. The Water Filtration Plant has used an average of 456 tons of liquid sodium

hypochlorite in the previous two fiscal years and is a critical component in producing safe drinking water for the City of Muskegon and our surrounding wholesale communities.

STAFF RECOMMENDATION: I move to authorize staff to contract with Wagner Enterprises Inc for the installation of two PVC liners in two hypochlorite storage tanks at the Water Filtration Plant.

E. Filtration - Powder Activated Carbon (PAC) Public Works

Staff requests authorization to purchase Powder Activated Carbon (PAC) from Water Solutions Unlimited for \$33,290.

PAC is added to the water at the beginning of the treatment process during the summer and fall to remove taste and odor compounds. For many years, PAC was purchased from Water Solutions Unlimited, and they supplied the plant with whatever product was available. In 2023, staff spent time searching for a product that would be optimal for our water, and after much research, AquaSorb CB3-MW was selected. AquaSorb CB3-MW was used throughout 2023 and 2024, and the lack of customer complaints related to taste and odor indicated staff's research paid off, and the product is effective. Also, due to the higher quality product, the water plant used approximately 2,000lbs less PAC compared to previous years. Staff is recommending the purchase and use of AquaSorb CB3-MW for another season. This is the one treatment chemical that isn't purchased as part of the treatment chemical purchasing consortium. Staff solicited quotes from five suppliers. Three suppliers were unable to provide quotes: Haviland is the most expensive, Water Solutions Unlimited was the lowest provided quote and AquaSorb CB3-MW has proven to be an effective product. This is budgeted as part of our treatment chemical purchases.

Supplier	Product	Cost
Activated Carbon	GC WaterCarb	No quote provided
Water Solutions Unlimited	AquaSorb CB3-MW	\$33,290
Calgon	WPH1000	No quote provided
Haviland Products Company	Havafreat 247	\$50,080
Carb USA	No NSF Product Available	No quote provided

Additional reasons for the recommendation of AquaSorb CB3-MW include the following:

General Carbon's product is a bituminous coal-based PAC. Research indicates it can effectively remove taste and odor compounds, but it can also have the

potential to impart its own taste and odor to the water. AquaSorb is a more environmentally friendly blend of coconut/wood/coal products compared to solely bituminous coal products, and has been shown to be effective for a broader range of compounds.

AquaSorb has been shown to effectively remove Geosmin and MIB, two major contributors to tastes and odors in drinking water. Geosmin was detected in the water in 2022.

AquaSorb has been shown to effectively remove microcystins, a toxin produced by cyanobacteria. While microcystins have only been infrequently detected in incredibly low quantities in our lake water, it is an emerging problem. We will benefit from having a product on hand that can aid in the removal of microcystins if needed. Data suggests that AquaSorb is effective at lower doses. We have had issues in the past with blockages developing in our carbon feed pipelines when we feed higher doses.

STAFF RECOMMENDATION: I move to authorize staff to purchase powder activated carbon (AquaSorb CB3-MW) from Water Solutions Unlimited for \$33,290.00.

F. Ordinance Amendment: Curfew Public Safety (REQUIRES SECOND READING)

The police department recommends changing the City of Muskegon's Curfew Ordinance definition of any minor under the age of 16 years of age or younger to under the age of 17 years of age or younger. This will follow suit with the State of Michigan's change of the definition of juvenile from 17 to 18 to ensure 17-year-olds are protected under the curfew ordinance.

In 2021, in accordance with the Michigan Juvenile Justice Reform Act of 2018, the definition of juvenile changed from age 17 and under to 18 and under in MCL Section 712A.1. The police department recommends changing the City of Muskegon's Curfew Ordinance definition of any minor under the age of 16 years of age or younger to under the age of 17 years of age or younger. This will follow suit with the State of Michigan's change of the definition of juvenile to ensure 17-year-olds are protected under the curfew ordinance.

STAFF RECOMMENDATION: I move to change Chapter 54, Article VII, Section 54-241 of the Code of Ordinances from any minor 16 years of age or younger to any minor 17 years of age or younger.

G. Downtown Muskegon Social District Expansion Request Community Engagement

Muskegon City Market, LLC (221 W Webster Ave) and Hackley Castle (349 W Webster Ave) have formally requested to expand the social district to include their establishments.

On behalf of Muskegon City Market and Hackley Castle, staff are requesting an

expansion of the Downtown Muskegon Social District. The proposal is to expand the district to include an additional block on Third St. from Webster to Muskegon Ave., Webster from 4th to 1st, and 2nd St. and 1st St. from Clay to Webster. Staff believe the proposed expansion design will simplify the district boundaries, making them more intuitive for patrons. The updated outline better aligns the southern edge and includes the Hackley Castle within the district footprint from the start.

Please note: Hackley Castle will not be added to the social district at this time, but this adjustment makes them eligible for inclusion in the future without requiring a formal expansion—streamlining administrative processes. The next agenda item is the formal request to permit Muskegon City Market, LLC, into the Downtown Muskegon Social District. MLCC has confirmed that approving both of these items in one meeting is allowed.

Staff have contacted all current businesses within the social district. Feedback has been overwhelmingly positive, except for one business expressing concern that the expansion may dilute the district and doubting that patrons will travel from the expanded area to purchase social district beverages.

Historic Social District Changes

Summer 2020 | Downtown Muskegon Social District Plan was approved

April 2021 | The plan was amended to remove the property at 490 W. Western Avenue, owned by Port City CIO Building Association, which requested removal because special non-profit licenses could not be issued inside of a social district in the initial law.

April 2022 | The plan was amended on April 26, 2022, to add Hackley Park, areas along Clay Avenue from Second to Fourth Streets, and the property at 490 W. Western Ave., owned by Port City CIO Building Association.

May 2024 | At the May 28, 2024, Commission Meeting, the Social District Expansion proposal failed. The proposal was to extend the Downtown Muskegon Social District across Shoreline Drive to allow the Shoreline Inn, the Lakehouse, and the Brewer's Lounge by Pigeon Hill to join. The common area would cross Shoreline at 5th St and 3rd St, be on the bike trail from 5th to 3rd, and follow the sidewalk up Terrace Point Rd.

Discussion on the topic noted safety concerns regarding crossing Shoreline Drive and a request to see the timing of the crosswalks adjusted by MDOT, and potential problems with additional trash being left along the trail. **Update from**

MDOT since that meeting: Pedestrian signals along Shoreline Drive were originally set to allow crossing only to the median in one signal cycle. Last year, the signals at Terrace Point Rd./3rd St, 4th St, 7th St, and Western Ave. were adjusted to allow full crossings in a single Walk signal. The Terrace St. intersection remains unchanged due to its longer distance and wider, more protected median, which would require significantly longer red lights and could increase traffic delays. It's also important to note that Walk signals are activated only when

pedestrians press the push button—without it, no signal is given, and crossing isn't advised.

STAFF RECOMMENDATION: to approve the amended Downtown Muskegon Social District plan and map as presented.

H. Resolution for 221 West Webster Avenue Social District

Permit Community Engagement

Muskegon City Market, LLC is requesting to join the Downtown Muskegon Social District for their bar, The Vault Food Collective, located at 221 West Webster Ave.

Muskegon City Market, LLC is requesting to join the Downtown Muskegon Social District for their bar, The Vault Food Collective, located at 221 W. Webster Ave—located inside the Core Plaza. The Michigan Liquor Control Commission (MLCC) has approved its liquor licenses. To meet state requirements under MCL 436.1551, the business must now receive approval from the City Commission to apply for a Social District Permit through the State.

STAFF RECOMMENDATION: to approve the Social District Permit for Muskegon City Market, LLC at 221 West Webster Ave., Muskegon, MI 49440 for consideration by the Michigan Liquor Control Commission.

J. Amendment to the zoning ordinance - Allowing marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts. (SECOND READING) Planning

Staff-initiated request to amend the zoning ordinance to allow marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts. This request was brought about after staff had contact with a couple of property owners about land use issues on their properties. If this request is approved, staff will look to rezone several properties in the current Waterfront Marine (WM) district along Lakeshore Dr. to Form Based Code, Lakeside Mixed Residential (FBC-LMR) at a future meeting.

The owner at 2984 Lakeshore Dr. wanted to demo and rebuild his house. However, residential uses are not allowed in the WM district and the existing house was considered legally non-conforming (grandfathered). The owner was forced to seek a variance to rebuild the house and the request was eventually approved. The new house plans were approved, but the new house would have to meet the existing setbacks in WM, which is 10/14 (side setback requirement) for a two-story house. Residential setbacks are usually much smaller, such as five feet in many districts. There are eight houses located in the WM district, all of which are considered legally non-conforming. With this current zoning, all property owners will have difficulty rebuilding, putting on additions and possibly even refinancing.

The owner at 3092 Lakeshore Dr. demoed the existing house on site and wants

to build a multi-family house, between 6-8 units. This is not allowed since residential is not a permitted use in the WM district.

Staff are not exactly sure why the entire area was zoned WM, but it has been that way since at least 1986. Were these residential properties hoping to have marinas added to their properties? Was it zoned in an effort to transform this area into strictly marina and phase out residential? Without having a clear answer, staff decided to hold a focus group among the property owners to see what their vision was for their properties moving forward. At the meeting, it was discovered that most of the homeowners wanted to continue to stay strictly residential. A couple of the homeowners wanted to stay residential, but add a marina to the property. All the homeowners stated that they did not have an objection to allowing residential with a higher density than single-family. After the focus group meeting, it was clear that the best path forward would be to allow multi-family residential and marinas on these properties. The FBC-LMR district allows for small multiplexes (up to six units) but it does not allow for marinas. Staff are proposing to amend the ordinance to make marinas a permitted use in this context, then to rezone these eight properties to FBC-LMR. A clause was added to the amendment that states "marinas are a permitted use on properties with Muskegon Lake waterfront frontage." This will eliminate the possibility of any FBC-LMR properties without lake frontage to storage boats on their properties. The master plan supports both WM and FBC-LMR as they both fit the description of a lakeshore that allows for mixed-uses.

Planning Commission Recommendation

A motion was made to recommend the request to amend the zoning ordinance to allow marinas as a permitted use in Form-Based Code, Lakeside Mixed Residential districts. The motion passed (6 yes, 0 no, 3 absent).

STAFF RECOMMENDATION: I move to approve the request to amend the zoning ordinance to allow marinas as a permitted use in the Form-Based Code, Lakeside Mixed Residential districts.

L. Sale of 499 Amity Planning

Staff is seeking authorization to sell the City-owned vacant lot at 499 Amity to Sjaarda Homes and Properties LLC (Derek Sjaarda).

Sjaarda Homes and Properties LLC (Derek Sjaarda) would like to purchase the City-owned buildable lot at 499 Amity for \$3,000 (75% of the True Cash Value of \$4,000) plus half of the closing costs, and the fee to register the deed. Sjaarda Homes and Properties LLC (Derek Sjaarda) will be constructing a duplex on the property.

STAFF RECOMMENDATION: Authorize staff to sell the City-owned vacant lots at 499 Amity to Sjaarda Homes and Properties LLC (Derek Sjaarda).

N. Update to City Manager's Contract - Vacation Manager's Office

In June 2025, the City Manager received their annual review. The review was favorable. The manager requested an increase in vacation time as a result of the favorable review.

STAFF RECOMMENDATION: Approve the Third Amendment To the City Manager's Employment Agreement.

O. Request to Create a new Neighborhood Enterprise Zone District at 535 Yuba Economic Development

City staff is requesting approval to create a Neighborhood Enterprise Zone (NEZ) District at 535 Yuba Street. This designation would make the property eligible for reduced residential property taxes on new construction.

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, City staff is requesting the establishment of a Neighborhood Enterprise Zone (NEZ) District for the parcel located at 535 Yuba Street.

Properties located within an NEZ District are eligible to apply for NEZ certificates, which provide a reduction in residential property taxes for newly constructed homes.

Notice letters regarding the proposed district were sent to all affected taxing jurisdictions on June 10, 2025, and a public hearing was held on July 8, 2025. In accordance with state law, the resolution establishing the district may not be adopted until at least 60 days after the notice letters were issued.

STAFF RECOMMENDATION: I move to approve the creation of a Neighborhood Enterprise Zone District at 535 Yuba and authorize the Mayor and City Clerk to sign the resolution.

P. Request to Create a new Neighborhood Enterprise Zone District at 2127 Austin Economic Development

City staff is requesting approval to create a Neighborhood Enterprise Zone (NEZ) District at 2127 Austin. This designation would make the property eligible for reduced residential property taxes on new construction.

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, City staff is requesting the establishment of a Neighborhood Enterprise Zone (NEZ) District for the parcel located at 2127 Austin.

Properties located within an NEZ District are eligible to apply for NEZ certificates, which provide a reduction in residential property taxes for newly constructed homes.

Notice letters regarding the proposed district were sent to all affected taxing jurisdictions on June 10, 2025, and a public hearing was held on July 8, 2025. In accordance with state law, the resolution establishing the district may not be adopted until at least 60 days after the notice letters were issued.

STAFF RECOMMENDATION: I move to approve the creation of a Neighborhood

Enterprise Zone District at 2127 Austin and authorize the Mayor and City Clerk to sign the resolution.

Q. Request to Create a new Neighborhood Enterprise Zone District at 2262 Austin Economic Development

City staff is requesting approval to create a Neighborhood Enterprise Zone (NEZ) District at 2262 Austin. This designation would make the property eligible for reduced residential property taxes on new construction.

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, City staff is requesting the establishment of a Neighborhood Enterprise Zone (NEZ) District for the parcel located at 2262 Austin.

Properties located within an NEZ District are eligible to apply for NEZ certificates, which provide a reduction in residential property taxes for newly constructed homes.

Notice letters regarding the proposed district were sent to all affected taxing jurisdictions on June 10, 2025, and a public hearing was held on July 8, 2025. In accordance with state law, the resolution establishing the district may not be adopted until at least 60 days after the notice letters were issued.

STAFF RECOMMENDATION: I move to approve the creation of a Neighborhood Enterprise Zone District at 2262 Austin and authorize the Mayor and City Clerk to sign the resolution.

R. Request to Create a new Neighborhood Enterprise Zone District at 2155 Continental Economic Development

City staff is requesting approval to create a Neighborhood Enterprise Zone (NEZ) District at 2155 Continental. This designation would make the property eligible for reduced residential property taxes on new construction.

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, City staff is requesting the establishment of a Neighborhood Enterprise Zone (NEZ) District for the parcel located at 2155 Continental.

Properties located within an NEZ District are eligible to apply for NEZ certificates, which provide a reduction in residential property taxes for newly constructed homes.

Notice letters regarding the proposed district were sent to all affected taxing jurisdictions on June 10, 2025, and a public hearing was held on July 8, 2025. In accordance with state law, the resolution establishing the district may not be adopted until at least 60 days after the notice letters were issued.

STAFF RECOMMENDATION: I move to approve the creation of a Neighborhood Enterprise Zone District at 2155 Continental and authorize the Mayor and City Clerk to sign the resolution.

S. Request to Create a new Neighborhood Enterprise Zone District at 2209 Valley Economic Development

City staff is requesting approval to create a Neighborhood Enterprise Zone (NEZ) District at 2209 Valley. This designation would make the property eligible for reduced residential property taxes on new construction.

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, City staff is requesting the establishment of a Neighborhood Enterprise Zone (NEZ) District for the parcel located at 2209 Valley St.

Properties located within an NEZ District are eligible to apply for NEZ certificates, which provide a reduction in residential property taxes for newly constructed homes.

Notice letters regarding the proposed district were sent to all affected taxing jurisdictions on June 10, 2025, and a public hearing was held on July 8, 2025. In accordance with state law, the resolution establishing the district may not be adopted until at least 60 days after the notice letters were issued.

STAFF RECOMMENDATION: I move to approve the creation of a Neighborhood Enterprise Zone District at 2209 Valley St. and authorize the Mayor and City Clerk to sign the resolution.

T. Request to Create a new Neighborhood Enterprise Zone District South Getty Economic Development

City staff is requesting approval to create a Neighborhood Enterprise Zone (NEZ) District at 1920 S. Getty, 1930 S. Getty, 1940 S. Getty, 1950 S. Getty, & 1960 S. Getty. This designation would make the properties eligible for reduced residential property taxes on new construction.

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, City staff is requesting the establishment of a Neighborhood Enterprise Zone (NEZ) District for the parcels located at 1920 S. Getty, 1930 S. Getty, 1940 S. Getty, 1950 S. Getty, & 1960 S. Getty

Properties located within an NEZ District are eligible to apply for NEZ certificates, which provide a reduction in residential property taxes for newly constructed homes.

Notice letters regarding the proposed district were sent to all affected taxing jurisdictions on June 10, 2025, and a public hearing was held on July 8, 2025. In accordance with state law, the resolution establishing the district may not be adopted until at least 60 days after the notice letters were issued.

STAFF RECOMMENDATION: I move to approve the creation of the South Getty Neighborhood Enterprise Zone District and authorize the Mayor and City Clerk to sign the resolution.

U. Request to Create a new Neighborhood Enterprise Zone District at 2247 Valley Economic Development

City staff is requesting approval to create a Neighborhood Enterprise Zone (NEZ) District at 2247 Valley. This designation would make the property eligible for reduced residential property taxes on new construction.

Pursuant to Public Act 147 of the Michigan Public Acts of 1992, City staff is requesting the establishment of a Neighborhood Enterprise Zone (NEZ) District for the parcel located at 2247 Valley St.

Properties located within an NEZ District are eligible to apply for NEZ certificates, which provide a reduction in residential property taxes for newly constructed homes.

Notice letters regarding the proposed district were sent to all affected taxing jurisdictions on June 10, 2025, and a public hearing was held on July 8, 2025. In accordance with state law, the resolution establishing the district may not be adopted until at least 60 days after the notice letters were issued.

STAFF RECOMMENDATION: I move to approve the creation of a Neighborhood Enterprise Zone District at 2247 Valley St. and authorize the Mayor and City Clerk to sign the resolution.

V. Driveway Easement to Benefit 1188 Lakeshore Dr Public Works

Staff presents a driveway easement benefitting 1188 Lakeshore Dr across the Lakeshore Trail and adjacent former railroad right-of-way.

A resident of the City is proposing to build a home at 1188 Lakeshore Drive, and prior to closing on the property their lender has requested a driveway easement from the City allowing the owner of the property to cross the City's Lakeshore Trail property as well as the adjacent former railroad right-of-way the City now owns. Staff have worked with the resident to address concerns regarding sight distance at the trail crossing, and recommend approval of the easement.

STAFF RECOMMENDATION: I move approval of a driveway easement benefitting 1188 Lakeshore Dr across the Lakeshore Trail and adjacent former railroad right-of-way.

W. Concur with CRC Recommendation City Clerk

To concur with CRC recommendation to accept the resignation of Mike Gallavin from the Zoning Board of Appeals and of Karen Evans from the District Library Board and appoint Walt Kubanek to the Local Officer's Compensation Commission and Brandon Stewart to the Zoning Board of Appeals.

To accept the resignation of Mike Gallavin from the Zoning Board of Appeals as Resident with a term ending 1/31/2026; accept the resignation of Karen Evans from the District Library Board as Commission Appointment with a term ending 6/30/2027; appoint Walt Kubanek to the Local Officer's Compensation Commission as Citizen with a term ending 1/31/2032; and appoint Brandon Stewart to the Zoning Board of Appeals as Resident with a term ending 1/31/2026.

STAFF RECOMMENDATION: To accept the resignation of Mike Gallavin from the Zoning Board of Appeals and of Karen Evans from the District Library Board and appoint Walt Kubanek to the Local Officer's Compensation Commission and Brandon Stewart to the Zoning Board of Appeals.

Motion by Commissioner Kilgo, second by Commissioner Kochin, to adopt the Consent Agenda as presented minus items I, K, and M.

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

MOTION PASSES

2025-68 ITEMS REMOVED FROM THE CONSENT AGENDA

I. Amendment to the zoning ordinance - Extending the hours of operation for marihuana retailers and provisioning centers. (SECOND READING) Planning

Request to amend Section 2331 of the zoning ordinance to allow marihuana retailers and provisioning centers with approved drive-thru access to remain open for drive-thru sales only between 12 a.m. and 2 a.m., by The Grassy Knoll. In April 2024, the applicant requested to amend the ordinance to be able to operate 24 hours per day. The ordinance that was proposed was not well written and would have eliminated any hours of operation for all other retail stores. The request was ultimately denied. This request is much more well written and should not cause any unintentional hardships for other marihuana retailers.

There are currently three approved drive-through locations within the city. These are located at The Bodega (885 E Apple Ave), The Grassy Knoll (2125 Lemuel St), and Greencraft (551 Young Ave).

Current Ordinance Excerpt

Section 2331: Marihuana Facilities Overlay District

3. Provisioning Centers, Retailers, Microbusinesses and Designated Consumption Establishments may operate between the hours of 8 am and 12 am.

Proposed Ordinance (additions italicized)

Section 2331: Marihuana Facilities Overlay District

3. Provisioning Centers, Retailers, Microbusinesses and Designated Consumption Establishments may operate between the hours of 8 am and 12 am. *daily; however, Provisioning Centers and Retailers with approved drive-thru access may remain open for drive-thru sales only between the hours of 12 am and 2 am, provided all other applicable local, state, and safety regulations are met.*

Current Drive-Thru Regulations

Section 2331: Marihuana Facilities Overlay District

3.d. Curbside/Drive-Thru. Curbside delivery is allowed at all retail sale locations with an approved site plan that does not impede traffic or pedestrian safety.

Drive-thru's are allowed as a special use permitted under the following conditions:

- i. The underlying zoning designation must be B-2, B-4, MC, I-1, I-2 or any Form Based Code designation/building type that allows for drive-thru businesses.
- ii. Drive-thru windows must be located on private property. Streets and alleys may only be used for the movement of traffic and may not be used for drive-thru vehicular stacking.
- iii. A traffic study must be performed showing the anticipated number of stacking spaces and where they would be located on site.

Staff Recommendation

Staff do not have a recommendation on whether marihuana establishments should be open longer. However, the proposed ordinance is well written and could be incorporated into the ordinance properly. Staff do have some concerns about the applicant's ability to follow the established guidelines. Staff have had discussions with the applicant for the past couple of years about their desire to host temporary campground events on-site during special events around the city. That use type is not allowed in their zoning district (I-1) and would need an amendment for them to proceed. Staff have discovered that a beach event in August is advertising overflow camping at The Grassy Knoll.

Planning Commission Recommendation

A motion was made to approve the request to allow marihuana retailers and provisioning centers with approved drive-thru access to remain open for drive-thru sales only between 12 a.m. and 2 a.m. However, the motion failed (5 no, 1 yes, 3 absent).

STAFF RECOMMENDATION: I move to approve the request to amend Section 2331 of the zoning ordinance to allow marihuana retailers and provisioning centers with approved drive-thru access to remain open for drive-thru sales only between 12 a.m. and 2 a.m.

Motion by Commissioner Keener, second by Commissioner Kilgo, to approve the request to amend Section 2331 of the zoning ordinance to allow marihuana retailers and provisioning centers with approved drive-thru access to remain open for drive-thru sales only between 12 a.m. and 2 a.m.

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

MOTION PASSES

K. Resolution for MNRTF Acquisition Grant Application DPW- Parks

Staff requests authorization to apply for a Michigan Natural Resources Trust Fund (MNRTF) acquisition grant for the expansion of Hartshorn Park for a grant amount of \$908,200, subject to appraisal.

The City of Muskegon is seeking approval to apply for a MNRTF (Michigan Natural Resources Trust Fund) Acquisition Grant administered by the Michigan DNR. The parcel identified for acquisition includes a section of the bike path along the Hartshorn Boat Ramp Park and the drive and a portion of the parking lot behind Fricano's. The intent is to acquire a valuable waterfront parcel along Muskegon Lake to expand public access, preserve natural resources, and enhance recreational opportunities. This acquisition will support the continued development of Hartshorn Park and protect a key segment of the Muskegon Lakeshore Trail, a regional non-motorized pathway that connects residents and visitors to parks, beaches, and downtown Muskegon. The site holds strong potential for future park development, including amenities for picnicking and trail-related activities. The parcel's integration with the Lakeshore Trail promotes year-round, low-impact recreation such as walking, biking, and birdwatching, further connecting the community to the lake's natural assets.

This project represents a rare opportunity to protect and enhance one of West Michigan's most important waterfronts. By securing this land, the City of Muskegon will expand public space, preserve scenic views, and promote ecological stewardship. The acquisition supports both recreational use and habitat preservation, providing long-term benefits for residents, visitors, and the health of Muskegon Lake. The listing price for the properties is \$1,211,000. The Grant amount requested is \$908,200 with the total required match amount of \$302,800 being donated by the seller.

STAFF RECOMMENDATION: I authorize staff to apply for the Michigan Natural Resources Trust Fund (MNRTF) acquisition grant for the expansion of Hartshorn Park for a grant amount of \$908,200, subject to appraisal.

Motion by Commissioner Kochin, second by Vice Mayor St.Clair, to authorize staff to apply for the Michigan Natural Resources Trust Fund (MNRTF) acquisition grant for the expansion of Hartshorn Park for a grant amount of \$908,200, subject to appraisal.

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

MOTION PASSES

M. Fleet Vehicle Replacements Public Works

Staff is requesting approval to purchase four Chevy Tahoes for the Police Department, along with one Ford F150 and four Ford F450 dump trucks for Public Works.

The Equipment Department is planning to replace several aging, out-of-warranty vehicles. As part of this effort, four Chevy Tahoes will be purchased from Berger Chevrolet to replace existing patrol vehicles in the Police

Department. Berger Chevrolet quoted a price of \$53,959.00 per vehicle. One Ford F150 pickup truck will be purchased from Gorno Ford for \$48,233.00, and four Ford F450 small dump trucks will be purchased for \$73,236.00 per vehicle from multiple vendors including Gorno Ford. All vehicles will be purchased through the MiDEAL contract, a cooperative purchasing program managed by the State that secures competitively bid pricing to ensure the best value for member agencies. The total expenditure for these vehicle replacements is \$557,013, which will be funded through the Equipment Fund as part of the department's planned equipment replacement budget.

STAFF RECOMMENDATION: I move to authorize staff to purchase fleet replacement vehicles for a total of \$557,013 from Berger Chevrolet and Gorno Ford.

Motion by Commissioner Kochin, second by Vice Mayor St.Clair, to authorize staff to purchase fleet replacement vehicles for a total of \$557,013 from Berger Chevrolet and Gorno Ford.

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

MOTION PASSES

2025-69 NEW BUSINESS

A. Designation of Voting Delegates for the Michigan Municipal League Annual Business Meeting City Clerk

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.

STAFF RECOMMENDATION: To appoint an official representative and alternate representative to be in attendance and to cast the vote of the municipality at the Annual Business Meeting of the Michigan Municipal League Convention.

Motion by Commissioner Keener, second by Commissioner Kochin, to appoint Vice Mayor St.Clair as the official representative and Commissioner Kilgo as the alternate representative 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: Johnson, Kilgo, Keener, Gorman, Kochin, and St.Clair
Nays: None

MOTION PASSES

ANY OTHER BUSINESS

Mayor Johnson thanked City Clerk Ann Meisch and her office for running the election; and Community Police Coordinator Emily Morgenstern and staff for their work in organizing the National Night Out at Marshfield.

The Mayor, Commission, City Manager Jonathan Seyferth, and Captain Zonnebelt discussed distracted and dangerous driving in our City and throughout Muskegon.

Commissioner Kochin thanked the City for the recognition of her Aunt for her work and dedication to the City of Muskegon, she loved working for the Parks Department. She also stated the Lakeside Street Performers is Thursday, August 14th at 6:00 p.m.; Touch the Trucks is Thursday, August 21st at 6:00 p.m.; the very first Gaming Convention coming to Muskegon is on Labor Day weekend at the Convention Center; and the Milwaukee Clipper is having their Labor Day party on Labor Day at 6:00 p.m. Commissioner Kochin also wanted to shout out to Captain Bob because he turned 103 and came out in the 92 degree heat. City Manager Jonathan Seyferth stated that Fish and Wildlife sent out a notification that they are going to be doing some die testing on the river and tributaries starting today through August 21st there could be some dye that would make parts of the river appear pink or red.

Mayor Johnson stated that underway right now is our tree audit and inventory.

GENERAL PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 7:17 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 26, 2025	Title: Sale of 561 Catherine							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the City-owned vacant lot at 561 Catherine to Habitat for Humanity of Kent County.								
Detailed Summary & Background: Habitat for Humanity of Kent County would like to purchase the City-owned buildable lot at 561 Catherine for \$7,500 (75% of the True Cash Value of \$10,000) plus half of the closing costs, and the fee to register the deed. The lot will be split into three 44' x 132' lots. Habitat for Humanity of Kent County will be constructing a single-family home on each of the properties. The homes will be sold to home-buyers at or below the 80% AML. The sale price of each home is estimated to fall between \$165,000 and \$185,000. Please note, the buyers have requested that their timeline to commence construction be stated in the purchase agreement as "by April 30, 2026" instead of the standard 60 days, due to concern about meeting the deadline with it almost being September.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:								
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Recommended Motion: Authorize staff to sell the City-owned vacant lot at 561 Catherine to Habitat for Humanity of Kent County.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	x		Information			Name the Policy/Ordinance Followed: Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property	
Immediate Division Head	x							
Information								

Technology			
Other Division Heads	x		
Communication			
Legal Review	x		

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made **August 26th, 2025** (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Habitat for Humanity of Kent County**, a Michigan nonprofit corporation, of 425 Pleasant Street, SW, Grand Rapids, MI, 49503, (“Developer”), with reference to the following facts:

Background

A. City is the owner of one (1) buildable lot, being 561 Catherine, more specifically described in attached **Exhibit A**. Prior to closing, City shall split the lot into three (3) lots, more specifically described in attached Exhibit B.

B. Developer proposes to purchase and develop the three (3) vacant lots owned by City, which are all located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit B** (each property individually, a “Parcel” and collectively “Project Properties”).

C. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Properties. Developer intends to develop on each of the Project Properties a single-family house (the “Project”).

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

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

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$7,500.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$400 deposit that the Developer has paid to the City of Muskegon.

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

3. Construction and Development Requirements.

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

b. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project Properties, including single-family homes, duplexes, triplexes, and accessory dwelling units, shall be in substantial conformance with its plans and specifications

provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Properties upon Developer's satisfaction of the following design standards for each single-family home, duplex, triplex, and accessory dwelling unit it constructs on the Project Properties. If the Project includes an accessory dwelling unit, both the primary dwelling unit (single-family home, duplex, triplex) and the accessory dwelling unit must meet the design standards outlined below to be eligible for reimbursement.

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

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 551 Catherine, Developer would be reimbursed \$1,500.00, which is 60% of the \$2,500.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

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

a. Developer does not commence construction by April 30th, 2026, in which case title to all of the Project Properties shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved single-family home.

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

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through

its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the Project Property, improvements made on such Project Property shall become the property of City. In no event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

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

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

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

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

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

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

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

a. **Authority.** Developer has the power and authority to enter into and perform Developer's obligations under this Agreement.

b. **Litigation.** No judgment is outstanding against Developer and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Developer, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing.

c. **Bankruptcy.** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary,

affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

12. **Conditions Precedent.** This Agreement and all of the obligations of Developer under this Agreement are, at Developer's option, subject to the fulfillment, before or at the time of the Closing, of each of the following conditions:

a. **Performance.** The obligations, agreements, documents, and conditions required to be signed and performed by City shall have been performed and complied with before or at the date of the Closing.

b. **City Commission Approval.** This Agreement is approved by the Muskegon City Commission.

13. **Default.**

a. **By Developer.** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. **By City.** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within ten (10) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. **Date of Closing.** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than 60 days from the City Commission's approval of the sale ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

b. **Costs.** The costs associated with this Agreement and the Closing shall be paid as follows: (i) Developer shall pay any state and county transfer taxes in the amount required by law; (ii) City shall pay the premium for the owner's Title Policy, provided that Developer shall pay for any and all endorsements to the Title Policy that Developer desires; (iii) City shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the extent required by this Agreement; (iv) Developer shall pay for the cost of recording the deed; and (v) Developer and City shall each pay one-half of any closing fees charged by the Title Company.

c. **Deliveries.** At Closing, City shall deliver a quit claim deed for the Project Properties and Developer shall pay the purchase price. The quit claim deed to be delivered by City at closing shall include the City Right of Reversion described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

15. **Real Estate Commission.** Developer and City shall each be responsible for any fees for any real estate agents, brokers, or salespersons regarding this sale that it has hired, but shall have no

obligation as to any fees for any real estate agents, brokers, or salespersons regarding this sale that the other party has hired.

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

To City: City of Muskegon
Attn.: Samantha Pulos, Code Coordinator
933 Terrace Street
Muskegon, MI 49440

To Developer: Habitat for Humanity of Kent County
Andrew Claucherty
425 Pleasant St. SW
Grand Rapids, MI 49503
Phone: (616) 588-5233
Email: aclaucherty@habitatkent.org

17. **Miscellaneous.**

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

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any other agreements, written or oral, that may have been made by and between the parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

c. **Amendment.** This Agreement shall not be modified or amended except in a subsequent writing signed by all parties.

d. **Binding Effect.** This Agreement shall be binding upon and enforceable by the parties and their respective legal representatives, permitted successors, and assigns.

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

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

g. **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

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

i. **No Reliance.** Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

j. **Assignment or Delegation.** Except as otherwise specifically set forth in this Agreement, neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

k. **Venue and Jurisdiction.** The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and that Muskegon County is the exclusive venue.

This Agreement is executed effective as of the Effective Date set forth above.

CITY:

DEVELOPER:

CITY OF MUSKEGON

HABITAT FOR HUMANITY OF KENT COUNTY

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

By: _____
Name: Andrew Claucherty
Dated: _____

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

Exhibit A

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

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 LOTS 4 & 5 BLK 81

Address: 561 CATHERINE AVE, MUSKEGON, MI 49442

Parcel #: 61-24-205-081-0004-00

Price: \$7,500.00

(TO BE SPLIT INTO THREE BUILD-ABLE LOTS)

Exhibit B

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

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 E 44 FT LOT 4 BLK 81

Address: 561 CATHERINE AVE, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$2,500.00

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 W 22 FT LOT 4 & E 22 FT LOT 5 BLK 81

Address: 551 CATHERINE AVE, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$2,500.00

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 W 44 FT LOT 5 BLK 81

Address: 541 CATHERINE AVE, MUSKEGON, MI 49442

Parcel #: TBD

Price: \$2,500.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 26, 2025		Title: Roller Purchase								
Submitted by: Dawson Romanosky, DPW Superintendent		Department: Public Works								
Brief Summary: Staff is requesting to purchase a roller from Michigan CAT for \$74,098.90										
Detailed Summary & Background: The Equipment Division is seeking to purchase a new roller for the Highway Department. This roller is larger than the current roller we use for road repairs and will allow for larger road repairs and better quality repairs. Staff used several different rollers to determine what best fit the needs of the department and this machine performed the best. The highway Department budgeted \$75,000 for a new roller in the 25-26 fiscal year and this roller meets the needs and falls in budget at \$74,098.90. Michigan CAT has offered the roller at Sourcewell pricing, ensuring the City receives their best price. Sourcewell is a purchasing cooperative that competitively bids contracts and items and offers the best bid price to its members. This competitive bidding process meets the multiple bid requirements of the city.										
Goal/Action Item: 2027 Goal 4: Financial Infrastructure										
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:										
Amount Requested: \$74,098.90		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes	X	No		N/A		
Yes	X	No		N/A						
Fund(s) or Account(s): 202-450-978		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>X</td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes		No	X	N/A		
Yes		No	X	N/A						
Recommended Motion: I move to authorize staff to purchase a roller from Michigan CAT for \$74,098.90.										
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td>X</td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> </table>		Immediate Division Head	X		Information Technology			Name the Policy/Ordinance Followed: Purchasing Policy		
Immediate Division Head	X									
Information Technology										

Other Division Heads			
Communication			
Legal Review			



Jul 07, 2025

CITY OF MUSKEGON PURCHASING DEPT
1350 E KEATING AVE
Muskegon, Michigan 49442

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: CB4.0 Compactor with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

CB4.0 03A UTILITY COMPACTOR
ENGINE, CAT C1.7T
OIL, HYD, STANDARD
LIGHTS, WORKING, LED
SWITCH, BATTERY DISCONNECT
PUMP, PROPEL, STANDARD
SEAT, WITH SAFETY SWITCH
SUPPORT, SLIDING FOR SEAT
ROPS, FOLDABLE, LOCKABLE
TRAVEL CONTROL, STD

TRAVEL CONTROL, CUP HOLDER
PRODUCT LINK, CELLULAR PL243
GUARDS, BUMPER
DRUM SCRAPER, FOLDING
LIGHT, BEACON
MATS, COCOA
FREEZE PROTECTION
MIRROR, REAR VIEW
CERTIFICATE OF ORIGIN

WARRANTY & COVERAGE

Standard Warranty: Standard Warranty New CAT Machines - 12 Months Unlimited Hours Full Machine

Sell Price	\$74,098.90
------------	-------------

****Sourcewell contract# 011723-CAT****

Thank you for your interest in Michigan CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jim Langbeen
Machine Sales Representative
Michigan CAT
JimLangbeen@macallister.com
616-292-3610





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 26, 2025	Title: Ordinance Amendment: Curfew (SECOND READING)						
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety						
Brief Summary: The police department recommends changing the City of Muskegon's Curfew Ordinance definition of any minor under the age of 16 years of age or younger to under the age of 17 years of age or younger. This will follow suit with the State of Michigan's change of the definition of juvenile from 17 to 18 to ensure 17-year-olds are protected under the curfew ordinance.							
Detailed Summary & Background: In 2021, in accordance with the Michigan Juvenile Justice Reform Act of 2018, the definition of juvenile changed from age 17 and under to 18 and under in MCL Section 712A.1. The police department recommends changing the City of Muskegon's Curfew Ordinance definition of any minor under the age of 16 years of age or younger to under the age of 17 years of age or younger. This will follow suit with the State of Michigan's change of the definition of juvenile to ensure 17-year-olds are protected under the curfew ordinance.							
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life							
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:							
Amount Requested: 0	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Recommended Motion: I move to change Chapter 54, Article VII, Section 54-241 of the Code of Ordinances from any minor 16 years of age or younger to any minor 17 years of age or younger.							
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>☒</td></tr></table>	Immediate Division Head	☒	Name the Policy/Ordinance Followed: Chapter 54, Article VII, Section 54-241				
Immediate Division Head	☒						

Information Technology			
Other Division Heads			
Communication			
Legal Review			

1023

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

THE CITY OF MUSKEGON HEREBY ORDAINS:

1. Chapter 54, Article VII, Section 54-241 of the Code of Ordinances of the City of Muskegon, Michigan, is amended to read as follows:

Sec. 54-241. Curfew for underage persons.

- (a) It is unlawful for any minor 17 years of age or younger to loiter, wander, stroll or play in or upon the public streets, highways, roads, alleys, parks, playgrounds or other public grounds, public places, public buildings, places of amusement, eating places, vacant lots or any place unsupervised by an adult having the lawful authority to be at such places between the hours of 11:00 p.m. on any day and 6:00 a.m. of the following day; provided that the provisions of this subsection shall not apply in the following instances:

- (1) When a minor is accompanied by such minor's parent, guardian or other adult person having the lawful care and custody of the minor.

- (2) When the minor is upon an emergency errand directed by such minor's parent or guardian or other adult person having the lawful care and custody of such minor.

- (3) When the minor is returning directly home from a school activity, entertainment, recreational activity or dance.

- (4) When the minor is returning directly home from lawful employment that makes it necessary to be in the places referenced in this section during the proscribed period of time.

- (5) When the minor is attending or traveling directly to or from an activity involving the exercise of the first amendment rights of free speech, freedom of assembly or free exercise of religion.

- (6) When the minor is engaged in interstate travel with the consent of his parent or guardian.

- (b) It is unlawful for the parent, guardian or other person having custody or control of any child to allow such child to violate the provisions of subsection (a) of this section.

- (c) Any person who violates this section shall be responsible for a municipal civil infraction.

This ordinance adopted:

Ayes: _____
Nays: _____

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

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
City Clerk

CERTIFICATE

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

DATED: _____, 2025

Ann Marie Meisch, MCC
City Clerk

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

**CITY OF MUSKEGON
NOTICE OF ADOPTION**

TO: ALL PERSONS INTERESTED

Please take notice that on _____, 2025 the City Commission of the City of Muskegon amended Section 54-241 of Chapter 54, Article VII, "Offenses and Miscellaneous Provisions", whereby the following change was made:

1. Chapter 54, Article VII, Section 54-241 is amended to prohibit a minor 17 years of age or younger from violating the City's curfew ordinance.

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

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

CITY OF MUSKEGON

Published: _____, 2025

Ann Marie Meisch, MMC
City Clerk

PUBLISH ONCE WITHIN TEN (10) DAYS OF FINAL PASSAGE



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 26, 2025	Title: First Amendment to PILOT Agreement for Park Terrace Apartments Acquisition							
Submitted by: Jonathan Seyferth, City Manager, Jake Eckholm, Development Services Director	Department: Manager's Office							
Brief Summary: The existing ownership of Park Terrace Apartments and Village at Park Terrace Senior Apartments is seeking to sell the portfolio to new ownership. To preserve and lengthen the affordability period, a new Contract for Housing Exemption is required for both projects. The Commission approved this on May 27, 2025 - this is an amendment to extend the Property Acquisition Deadline to December 1, 2025 (original date was September 1, 2025).								
Detailed Summary & Background: As noted in May, the new owners hope to put significant capital investment into the facilities in the coming years, and in order to finance the project and make that possible, they are requesting an updated and restated PILOT on both Park Terrace as well as the senior living component, Village at Park Terrace. None of the details of the agreements have changed, other than the Acquisition Deadline, which is being extended from September 1, 2025, to December 1, 2025. The agreement reflects a slight reduction in the PILOT rate to 4% of annual shelter rents but establishes a Municipal Services Agreement (MSA) Charge in a separate agreement. This is to our advantage because the total MSA revenue stays with the City, rather than being split between the taxing jurisdictions like the PILOT payment. This document is the contract for housing exemption for up to 25 years, which will require adherence to MSHDA-regulated rents per requirements in our local ordinance.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission: This is the first amendment to a PILOT agreement that the Commission approved on May 27, 2025.								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: To approve the First Amendment to Amend and Restated Contract for Housing Exemption, and authorize the Clerk and Mayor to sign.								

Approvals:

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

Name the Policy/Ordinance Followed:

CITY OF MUSKEGON
FIRST AMENDMENT TO AMENDED AND RESTATED
CONTRACT FOR HOUSING EXEMPTION

This First Amendment (this “**Amendment**”) to the Amended and Restated Contract for Housing Exemption dated as of _____, 2025 by and between **CITY OF MUSKEGON**, whose address is 933 Terrace Street, Muskegon, Michigan (the “**City**”), and **PARK TERRACE LIMITED DIVIDEND HOUSING ASSOCIATION, LLC**, a Michigan limited liability company whose address is 7451 N 63rd St., Longmont, Colorado 80503 (the “**Owner**”) is made pursuant to the following terms. The Owner and the City shall sometimes be referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Owner and the City entered into that certain Amended and Restated Contract for Housing Exemption dated effective as of May 28, 2025 (the “**Original Agreement**”);

WHEREAS, the Original Agreement provides for a tax exemption described more particularly therein, contingent upon the Owner acquiring certain real property described in Exhibit A of the Original Agreement by September 1, 2025 (the “**Original Property Acquisition Deadline**”); and

WHEREAS, the Owner and the City desire to amend the Original Agreement to extend the Original Property Acquisition Deadline in accordance with this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment. Section 1 of the Original Agreement is hereby amended such that the Original Property Acquisition Deadline is December 1, 2025.
2. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.
3. Ratification. Except as specifically modified hereby, the Original Agreement shall remain in full force and effect and is hereby ratified and confirmed by the Parties. To the extent any of the terms and provisions of the Original Agreement are inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.
4. Additional Amendment. Neither this Amendment nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date first set forth above.

CITY:

CITY OF MUSKEGON

By: _____

Name: Ken Johnson

Title: Mayor

By: _____

Name: Ann Meisch

Title: City Clerk

OWNER:

[PARK TERRACE LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company

By: LM Muskegon Fund 2025 LLC,
a Delaware limited liability company,
its sole member and manager

By: Liam Fund Manager LLC,
a Colorado limited liability company,
its manager

By: _____

Adam Stein
Manager]



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 26, 2025	Title: First Amendment to Municipal Services Agreement Park Terrace Apartments Acquisition							
Submitted by: Jonathan Seyferth, City Manager, Jake Eckholm, Development Services Director	Department: Manager's Office							
Brief Summary: The existing ownership of Park Terrace Apartments and Village at Park Terrace Senior Apartments is seeking to sell the portfolio to new ownership. To preserve and lengthen the affordability period, a new Municipal Services Agreement is required for both projects. The Commission approved this on May 27, 2025 - this is an amendment to extend the Property Acquisition Deadline to December 1, 2025 (original date was September 1, 2025).								
Detailed Summary & Background: As noted in May, the new owners hope to put significant capital investment into the facilities in the coming years, and in order to finance the project and make that possible, they are requesting an updated and restated Municipal Services Agreement (MSA) on both Park Terrace as well as the senior living component, Village at Park Terrace. None of the details of the agreements have changed, other than the Acquisition Deadline, which is being extended from September 1, 2025, to December 1, 2025. The agreement establishes a new Municipal Services Agreement (MSA) of 2% of the annual shelter rent. This is to our advantage because the total MSA revenue stays with the City, rather than being split between the taxing jurisdictions like the PILOT payment. This document is the contract for housing exemption for up to 25 years, which will require adherence to MSHDA-regulated rents per requirements in our local ordinance.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission: This is the first amendment to a PILOT agreement that the Commission approved on May 27, 2025.								
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: To approve the First Amendment to the Municipal Services agreement for Park Terrace Apartments as presented and to authorize the Clerk and Mayor to sign.								

Approvals:

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

Name the Policy/Ordinance Followed:

CITY OF MUSKEGON

FIRST AMENDMENT TO MUNICIPAL SERVICES AGREEMENT

This First Amendment (this “**Amendment**”) to the Municipal Services Agreement dated as of _____, 2025 by and between **CITY OF MUSKEGON**, whose address is 933 Terrace Street, Muskegon, Michigan (the “**City**”), and **PARK TERRACE LIMITED DIVIDEND HOUSING ASSOCIATION, LLC**, a Michigan limited liability company whose address is 7451 N 63rd St., Longmont, Colorado 80503 (the “**Owner**”) is made pursuant to the following terms. The Owner and the City shall sometimes be referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Owner and the City entered into that certain Municipal Services Agreement dated effective as of May 27, 2025 (the “**Original Agreement**”);

WHEREAS, the Original Agreement provides that the City will provide certain municipal services to the project described therein, contingent upon the Owner acquiring certain real property described in Exhibit A of the Original Agreement by September 1, 2025 (the “**Original Property Acquisition Deadline**”); and

WHEREAS, the Owner and the City desire to amend the Original Agreement to extend the Original Property Acquisition Deadline in accordance with this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment. Section 3 of the Original Agreement is hereby amended such that the Original Property Acquisition Deadline is December 1, 2025.

2. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

3. Ratification. Except as specifically modified hereby, the Original Agreement shall remain in full force and effect and is hereby ratified and confirmed by the Parties. To the extent any of the terms and provisions of the Original Agreement are inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

4. Additional Amendment. Neither this Amendment nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date first set forth above.

CITY:

CITY OF MUSKEGON

By: _____

Name: Ken Johnson

Title: Mayor

By: _____

Name: Ann Meisch

Title: City Clerk

OWNER:

[PARK TERRACE LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company

By: LM Muskegon Fund 2025 LLC,
a Delaware limited liability company,
its sole member and manager

By: Liam Fund Manager LLC,
a Colorado limited liability company,
its manager

By: _____

Adam Stein
Manager]



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 26, 2025	Title: First Amendment to the PILOT Agreement for Village at Park Terrace Acquisition							
Submitted by: Jonathan Seyferth, City Manager, Jake Eckholm, Development Services Director	Department: Manager's Office							
Brief Summary: The existing ownership of Village at Park Terrace Senior Apartments and Park Terrace Apartments is seeking to sell the portfolio to new ownership. To preserve and lengthen the affordability period, a new Contract for Housing Exemption is required for both projects. The Commission approved this on May 27, 2025 - this is an amendment to extend the Property Acquisition Deadline to December 1, 2025 (original date was September 1, 2025).								
Detailed Summary & Background: As noted in May, the new owners plan to invest significantly in the facilities over the coming years. To finance this project, they are requesting an updated and restated PILOT for both the senior living components, Village at Park Terrace and Park Terrace. None of the details of the agreements have changed, other than the Acquisition Deadline, which is being extended from September 1, 2025, to December 1, 2025. The agreement reflects a slight reduction in the PILOT rate to 4% of annual shelter rents but establishes a Municipal Services Agreement (MSA) Charge in a separate agreement. This is to our advantage because the total MSA revenue stays with the City, rather than being split between the taxing jurisdictions like the PILOT payment. This document is the contract for housing exemption for up to 25 years, which will require adherence to MSHDA-regulated rents per requirements in our local ordinance.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission: This is the first amendment to a PILOT agreement that the Commission approved on May 27, 2025.								
Amount Requested: N/A	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: To approve the First Amendment to Amend and Restated Contract for Housing Exemption, and authorize the Clerk								

and Mayor to sign.

Approvals:

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

Name the Policy/Ordinance Followed:

CITY OF MUSKEGON
FIRST AMENDMENT TO AMENDED AND RESTATED
CONTRACT FOR HOUSING EXEMPTION

This First Amendment (this “**Amendment**”) to the Amended and Restated Contract for Housing Exemption dated as of _____, 2025 by and between **CITY OF MUSKEGON**, whose address is 933 Terrace Street, Muskegon, Michigan (the “**City**”), and **VILLAGE AT PARK TERRACE LIMITED DIVIDEND HOUSING ASSOCIATION, LLC**, a Michigan limited liability company whose address is 7451 N 63rd St., Longmont, Colorado 80503 (the “**Owner**”) is made pursuant to the following terms. The Owner and the City shall sometimes be referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Owner and the City entered into that certain Amended and Restated Contract for Housing Exemption dated effective as of May 28, 2025 (the “**Original Agreement**”);

WHEREAS, the Original Agreement provides for a tax exemption described more particularly therein, contingent upon the Owner acquiring certain real property described in Exhibit A of the Original Agreement by September 1, 2025 (the “**Original Property Acquisition Deadline**”); and

WHEREAS, the Owner and the City desire to amend the Original Agreement to extend the Original Property Acquisition Deadline in accordance with this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment. Section 1 of the Original Agreement is hereby amended such that the Original Property Acquisition Deadline is December 1, 2025.
2. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.
3. Ratification. Except as specifically modified hereby, the Original Agreement shall remain in full force and effect and is hereby ratified and confirmed by the Parties. To the extent any of the terms and provisions of the Original Agreement are inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.
4. Additional Amendment. Neither this Amendment nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date first set forth above.

CITY:

CITY OF MUSKEGON

By: _____

Name: Ken Johnson

Title: Mayor

By: _____

Name: Ann Meisch

Title: City Clerk

OWNER:

**[VILLAGE AT PARK TERRACE LIMITED
DIVIDEND HOUSING ASSOCIATION, LLC, a
Michigan limited liability company**

By: LM Muskegon Fund 2025 LLC,
a Delaware limited liability company,
its sole member and manager

By: Liam Fund Manager LLC,
a Colorado limited liability company,
its manager

By: _____
Adam Stein
Manager]



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: August 26, 2025	Title: First Amendment to Municipal Services Agreement for Village at Park Terrace Acquisition							
Submitted by: Jonathan Seyferth, City Manager, Jake Eckholm, Development Services Director	Department: Manager's Office							
Brief Summary: The existing ownership of Village at Park Terrace Senior Apartments and Park Terrace Apartments is seeking to sell the portfolio to new ownership. To preserve and lengthen the affordability period, a new Municipal Services Agreement is required for both projects. The Commission approved this on May 27, 2025 - this is an amendment to extend the Property Acquisition Deadline to December 1, 2025 (original date was September 1, 2025).								
Detailed Summary & Background: As noted in May, the new owners hope to put significant capital investment into the facilities in the coming years, and in order to finance the project and make that possible, they are requesting an updated and restated Municipal Services Agreement (MSA) on both at the senior living component, Village at Park Terrace and Park Terrace Apartments. None of the details of the agreements have changed, other than the Acquisition Deadline, which is being extended from September 1, 2025, to December 1, 2025. The agreement establishes a new Municipal Services Agreement (MSA) of 2% of the annual shelter rent. This is to our advantage because the total MSA revenue stays with the City, rather than being split between the taxing jurisdictions like the PILOT payment. This document is the contract for housing exemption for up to 25 years, which will require adherence to MSHDA-regulated rents per requirements in our local ordinance.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission: This is the first amendment to a PILOT agreement that the Commission approved on May 27, 2025.								
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X	
Yes		No		N/A	X			
Recommended Motion: To approve the First Amendment to the Municipal Services agreement for Village at Park Terrace as presented and								

to authorize the Clerk and Mayor to sign.

Approvals:

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

Name the Policy/Ordinance Followed:

CITY OF MUSKEGON

FIRST AMENDMENT TO MUNICIPAL SERVICES AGREEMENT

This First Amendment (this “**Amendment**”) to the Municipal Services Agreement dated as of _____, 2025 by and between **CITY OF MUSKEGON**, whose address is 933 Terrace Street, Muskegon, Michigan (the “**City**”), and **VILLAGE AT PARK TERRACE LIMITED DIVIDEND HOUSING ASSOCIATION, LLC**, a Michigan limited liability company whose address is 7451 N 63rd St., Longmont, Colorado 80503 (the “**Owner**”) is made pursuant to the following terms. The Owner and the City shall sometimes be referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Owner and the City entered into that certain Municipal Services Agreement dated effective as of May 27, 2025 (the “**Original Agreement**”);

WHEREAS, the Original Agreement provides that the City will provide certain municipal services to the project described therein, contingent upon the Owner acquiring certain real property described in Exhibit A of the Original Agreement by September 1, 2025 (the “**Original Property Acquisition Deadline**”); and

WHEREAS, the Owner and the City desire to amend the Original Agreement to extend the Original Property Acquisition Deadline in accordance with this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment. Section 3 of the Original Agreement is hereby amended such that the Original Property Acquisition Deadline is December 1, 2025.

2. Counterparts. This Agreement may be executed in several counterparts and an executed copy hereof may be relied upon as an original.

3. Ratification. Except as specifically modified hereby, the Original Agreement shall remain in full force and effect and is hereby ratified and confirmed by the Parties. To the extent any of the terms and provisions of the Original Agreement are inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

4. Additional Amendment. Neither this Amendment nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date first set forth above.

CITY:

CITY OF MUSKEGON

By: _____

Name: Ken Johnson

Title: Mayor

By: _____

Name: Ann Meisch

Title: City Clerk

OWNER:

**[VILLAGE AT PARK TERRACE LIMITED
DIVIDEND HOUSING ASSOCIATION, LLC, a
Michigan limited liability company**

By: LM Muskegon Fund 2025 LLC,
a Delaware limited liability company,
its sole member and manager

By: Liam Fund Manager LLC,
a Colorado limited liability company,
its manager

By: _____

Adam Stein
Manager]

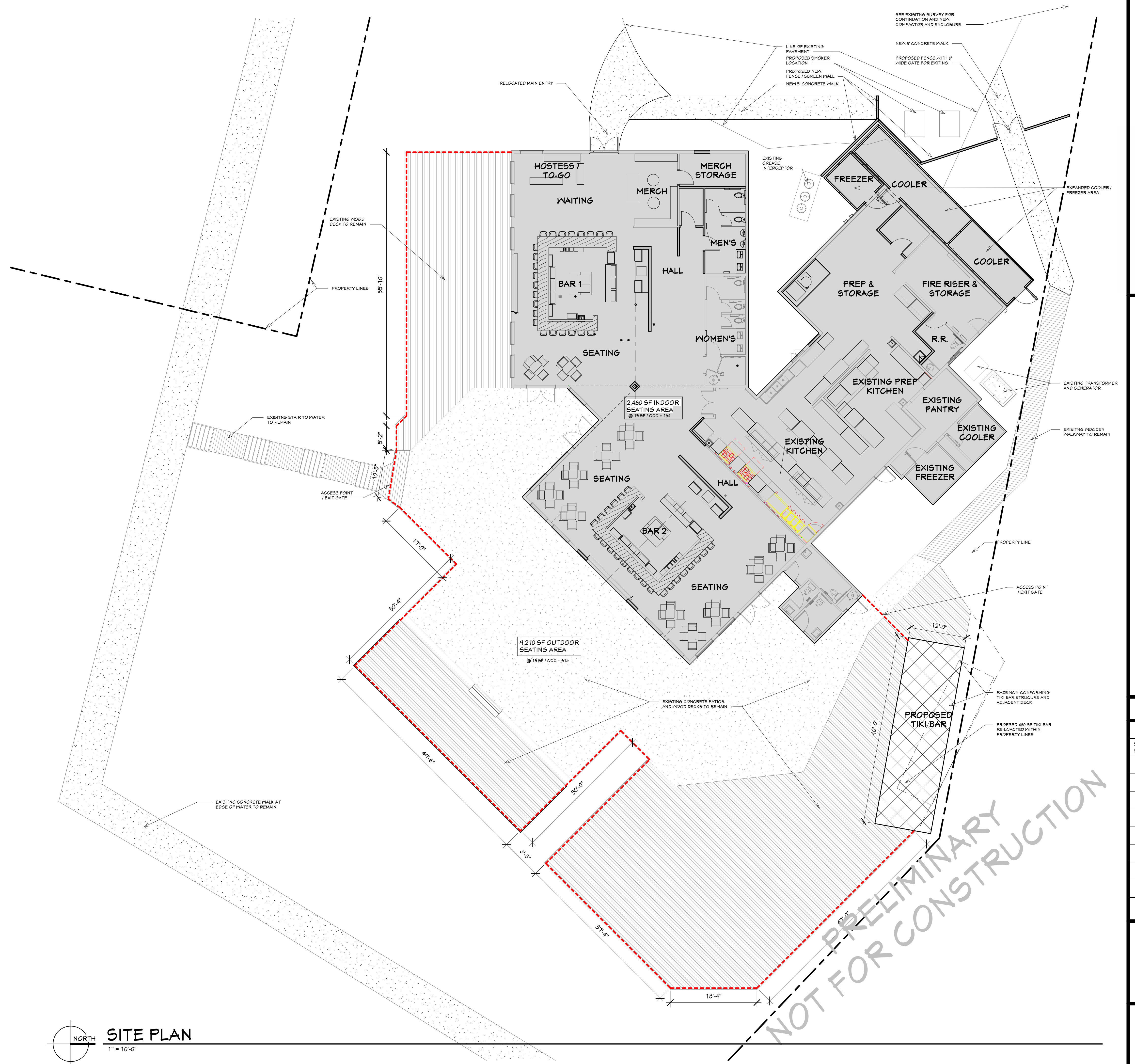


Agenda Item Review Form

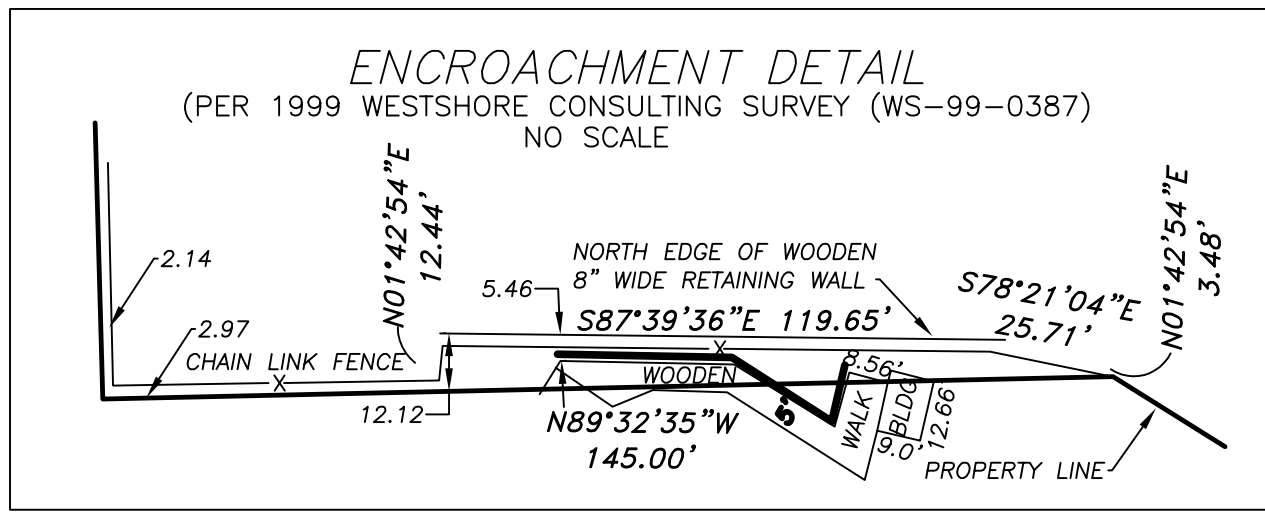
Muskegon City Commission

Commission Meeting Date: August 26, 2025	Title: Amendment to the Planned Unit Development (PUD) at Harbour Towne - Changes to the Restaurant at 3505 Marina View Point.
Submitted by: Mike Franzak, Planning Director	Department: Planning
Brief Summary: Request for an amendment to the PUD to install coolers, build a compactor enclosure, relocate and expand the outside bar, and add a fenced-in smoking area, at 3505 Marina View Point (Dockers).	
Detailed Summary & Background: The restaurant (formerly Dockers) is located within the Harbour Towne PUD. Any changes to the footprint of the building require an amendment to the PUD. The site plan includes the following changes to the PUD: - An additional cooler/freezer area will be added near the NE corner of the property. - The outdoor tiki bar will be slightly increased in size (to 480 sf) and will also be slightly realigned to fit within the property line. - A fence will be installed and will be used for an outdoor smoking area for patrons. - The existing dumpster and enclosure will be removed and be replaced with a slightly larger trash compactor and enclosure (12' x 40'). Notice was sent to all properties within 300 feet. Staff did not receive any comments from the public. <u>Staff Recommendation</u> Staff recommend approval of the PUD amendment with the condition that the trash compactor area be screened with a stockade fence or masonry wall of at least five feet tall. <u>Planning Commission Recommendation</u> The Planning Commission unanimously recommended in favor of the request with the condition that the trash compactor area be screened with a stockade fence or masonry wall of at least five feet tall.	
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:	

Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%;">Yes</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">No</td> <td style="width: 16.6%;"></td> <td style="width: 16.6%;">N/A</td> <td style="width: 16.6%;">X</td> <td style="width: 16.6%;"></td> </tr> </table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: I move to approve the request to amend the Planned Unit Development at Harbour Towne with the condition that the trash compactor area be screened with a stockade fence or masonry wall of at least five feet tall.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			Other Division Heads			Communication			Legal Review			<u>Name the Policy/Ordinance Followed:</u> Zoning Ordinance
Immediate Division Head	X															
Information Technology																
Other Division Heads																
Communication																
Legal Review																



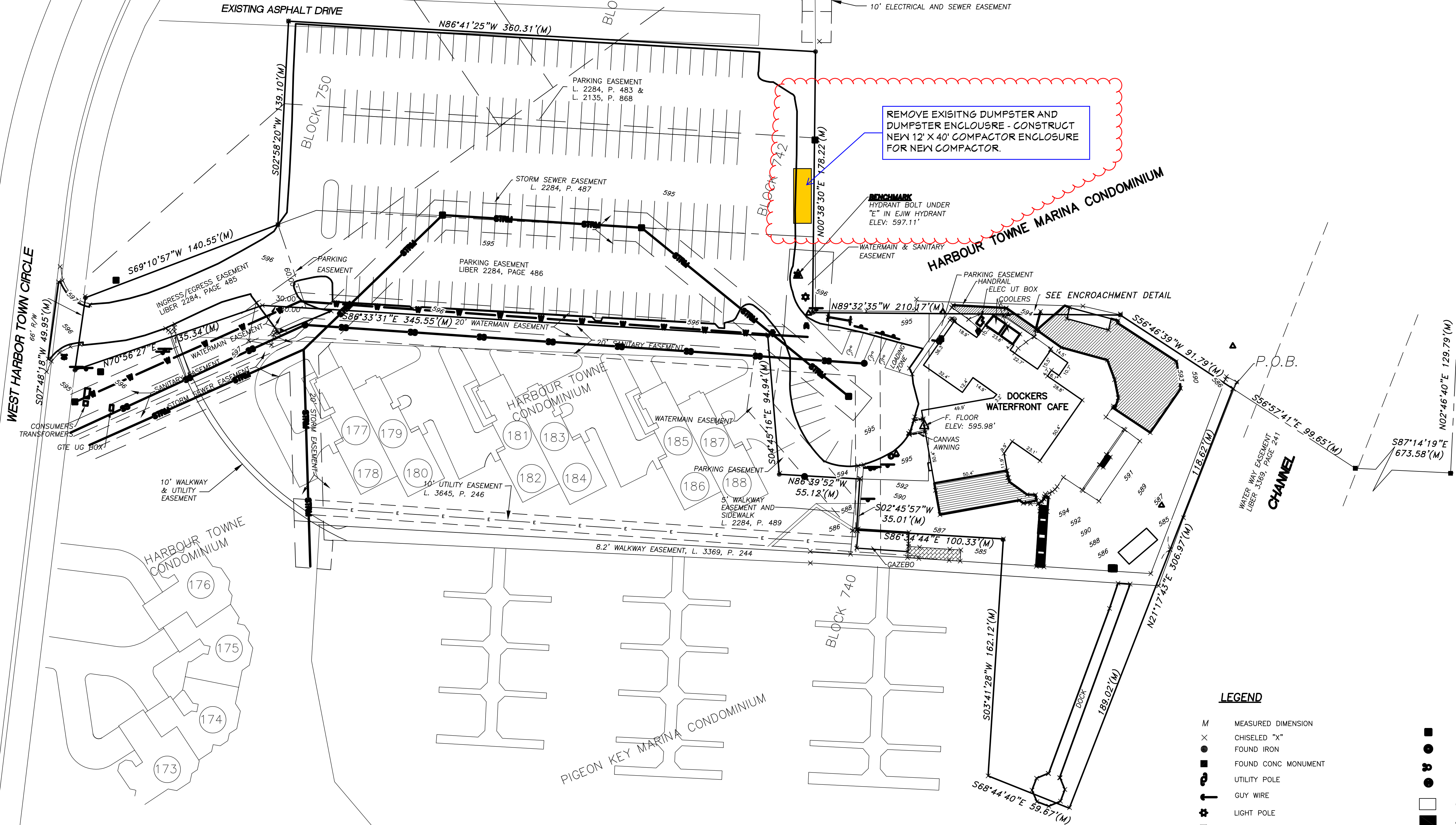
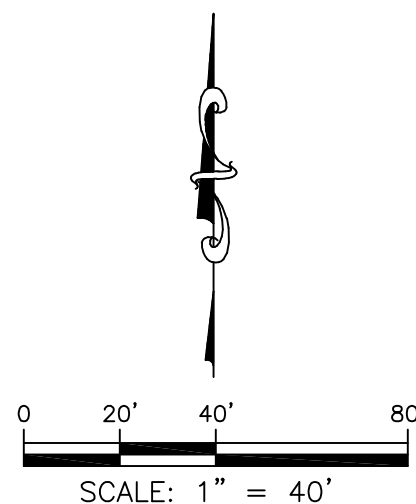
PRELIMINARY



SITE



LOCATION MAP - NO SCALE



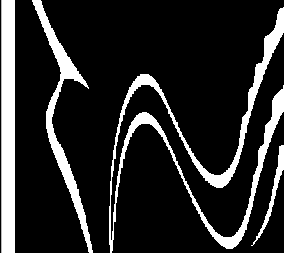
LEGEND

- | | | | |
|---|----------------------|---|-------------------------|
| M | MEASURED DIMENSION | ■ | CATCH BASIN |
| × | CHISELED "X" | ○ | DRAINAGE MANHOLE |
| ● | FOUND IRON | ○ | SANITARY CLEAN-OUT |
| ■ | FOUND CONC MONUMENT | ○ | SANITARY MANHOLE |
| ○ | UTILITY POLE | □ | CONCRETE |
| + | GUY WIRE | ■ | ASPHALT |
| + | LIGHT POLE | — | SIGN |
| + | TELEPHONE RISER | — | CULVERT |
| + | FIRE HYDRANT | ○ | HANDICAP LABEL |
| + | WATER VALVE | ○ | POST |
| + | GAS VALVE | — | FENCE |
| + | WATER SHUT-OFF VALVE | — | EXISTING SANITARY SEWER |
| + | WATER METER | — | EXISTING STORM SEWER |
| + | ELECTRIC METER | — | EXISTING WATERMAIN |
| + | GAS METER | — | EXISTING CONTOUR GRADE |
| + | SPRINKLER | — | UG ELECTRIC LINE |

FURNISHED DESCRIPTION:
PROPERTY TAX DESCRIPTION:
CITY OF MUSKEGON
A PARCEL OF LAND BEING PART OF BLKS 747, 750 &
PART OF LOTS 2-5 BLK 751 OF REVISED PLAT OF 1903
DESC AS FOLLS
COM @ NW COR PLAT OF EDGEWATER SUB AS RECORDED
IN L 3 OF PLATS P 82
ALSO DESC AS
NE COR OF BLK 740 OF SD REVISED PLAT CITY OF
MUSKEGON
TH S 89D 37M 27S W ALG S LN OF CHANNEL HARBOUR
TOWNE MARINA CONDOMINIUM
(ALSO BEING PAR WITH N LN SD PLAT OF EDGEWATER) DIST
105 FT
TH S 01D 52M 29S W ALG SD MARINA CONDOMINIUM
(ALSO BEING PAR WITH W LN SD PLAT OF EDGEWATER)
DIST 130 FT
TH W 88D 07M 31S W ALG S LN HARBOUR TOWNE
MARINA CONDOMINIUM A DIST 574 FT
TH N 57D 52M 07S W A DIST 99.73 FT TO POB
TH S 20D 22M 29S W A DIST 307.42 FT
TH N 69D 37M 31S W A DIST 59.64 FT
TH N 02D 45M 39S E A DIST 162.12 FT
TH N 87D 14M 03S W A DIST 100.20 FT
TH N 02D 03M 56S E A DIST 139.19 FT
TH N 87D 14M 03S W A DIST 55 FT
TH N 05D 48M 58S W A DIST 94.94 FT
TH N 87D 37M 14S W A DIST 345.70 FT
TH S 70D 19M 20S W A DIST 134.90 FT
TH N 06D 52M 30S E A DIST 50.02 FT
TH N 68D 41M 20S E A DIST 140.39 FT
TH N 02D 03M 56S E A DIST 139.19 FT
TH S 87D 37M 14S E A DIST 360.22 FT
TH S 00D 22M 33S E A DIST 117.80 FT (CALCULATED S
00D 22M 55S E DIST 177.79 FT)
TH W 89D 37M 27S E A DIST 210 FT
TH S 57D 52M 07S E DIST 91.66 FT TO POB
SUBJ TO UTILITIES TRANSFER & ESMNT RECOR'D
1913/957
SUBJ TO ESMT 2135/868 FOR PARKING LOT
SUBJ TO ESMT 2284/483 FOR PARKING LOT

PRELIMINARY

WESTSHORE
ENGINEERING & SURVEYING
ENVIRONMENTAL



BOUNDARY SURVEY WITH
TOPOGRAPHY & EASEMENTS
SECTION 28, T10N, R17W
CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

PROJECT:
04507-0004
SHEET:

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

An ordinance to amend the final planned unit development at Harbour Towne.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The planned unit development is hereby amended to include changes to the restaurant.

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE
(Planned Unit Development at Harbour Towne)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 26th day of August, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2025 _____

Ann Meisch, MMC

Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on August 26, 2025, the City Commission of the City of Muskegon adopted an ordinance amending the planned unit development at Harbour Towne.

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

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

Published _____, 2025

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354