



June 28, 2021
CITY OF MUSKEGON HEIGHTS

BUSINESS SESSION AGENDA

MUSKEGON HEIGHTS CITY HALL
MONDAY: 5:30 P.M.

A. Call to Order:

1. Silent Prayer
2. Pledge of Allegiance

Roll Call: Mayor Walter Watt, Jr.
Mayor Pro-Tem Tamica Fox
Councilwoman Bonnie McGlothin
Councilwoman Kellie Kitchen

Councilman Marshall Cook
Councilman Andre Williams, Jr.
Councilman Derrick Collins

B. Agenda Approval

C. Introduction of New Police Officer

D. Public Comments and/or Questions - On Agenda Items Only

(Public comments shall be limited to 3 minutes per person. A person wishing to address the Council shall complete a speaker card, for official record include the name and address and indicate which agenda item they would like to speak on. The Council may at their discretion respond to comments and/or questions after all have been received. Public comments may be recorded).

E. Standing Items

1. COVID-19
2. Regular Meeting Minutes of April 26 2021, Work Session Minutes of May 13, 2021 and Work Session Minutes of June 14, 2021.

F. Existing Business

1. None

G. New Business

Action Item - Plan Public Hearing and Resolution Approval

1. Public Hearing on Prein&Newhof Drinking Water Revolving Loan Fund (DWRLF) Final Project Plan

"A City of Friendly People"

Open the Public Hearing
(comments from the audience, comments received in writing)
Close Public Hearing

2. Recommendation from the City Manager that Council **approve** the Drinking Water Revolving Loan Fund Final Project Plan Resolution.
3. Recommendation from the Work Session that Council **approve** the addition to the current ordinance for the requirement to post extra-duty uniformed police officers. The proposed change would now add a provision to include the requirement that an extra-duty uniformed police officer be posted at Hotel Establishments where there has been a recorded homicide, illegal drug overdose, or excessive drug activity within the last 12 months. This amendment, like the existing ordinance, would be subject to the discretion of the Chief of Police to reduce the requirements for duration, hours, and required manpower, based on the conditions and incidents on case-by-case basis at each establishment.
4. City Attorney recommendation of **approval** of lot sale to Ms. Hawkins for 2046 Elwood Street (26-650-013-0025-00) in the amount of (\$100.00 plus 3 years Taxes).
5. City Attorney recommendation of **approval** of lots sale to Mr. Berger for 2119 Manz Street (26-650-003-0010-00 in the amount of (\$100.00 plus 3 years Taxes) and 2045 Superior Street (26-650-013-0022-00) in the amount of (\$100.00 plus 3 years Taxes).
6. City Attorney recommendation of **approval** of sale of property to Mr. Scott for 2341 Wood Street (26-185-102-0011-00) in the amount of (\$4,000.00 plus 3 years Taxes plus Sales Inspection Fee).

H. Information Only

1. Street Update
2. Broadway Grant Application
3. Downtown Broadway Improvements

I. Public Comments and/or Questions (Mayor and any other elected official)

(Public comments shall be limited to 3 minutes per person. A person wishing to address the Council shall complete a speaker card, for official record include your name and address. The Council may at their discretion respond to comments and/or questions after all have been received. Public comments may be recorded).

J. Adjournment

MINUTES

CITY OF MUSKEGON HEIGHTS

MONDAY, April 26, 2021

Call to Order:

Mayor Walter Watt, Jr., called the April 26, 2021 (Zoom) Council meeting to order at 5:35 p.m.

COUNCIL MEMBERS PRESENT: Mayor Watt (Chambers), Mayor Pro-Tem Fox (MH), Councilwoman McGlothin (MH), Councilwoman Kitchen (Chambers), Councilman Cook (Chambers), Councilman Collins (MH) and Councilman Williams (Chambers).

ABSENT: None

STAFF MEMBERS PRESENT: Troy Bell, City Manager, Maurice Sain, Police Chief, Chris Dean, Fire Chief, Karey Morrow, Chief Building Inspector, John Allen, Water Filtration Director, Carolyn Cook, Planning Director and Urbain Ndoeye, Assistant Finance Director.

Agenda Approval

21-31 A motion was made by Councilman Cook and supported by Councilwoman Kitchen that Council approve the agenda with changes (G1c will be removed from the agenda, this item will go on to the Finance meeting on Wednesday, April 28, 2021 and a special Council Meeting Thursday, April 29, 2021).

ROLL CALL VOTE. Collins, Kitchen, Fox, Cook and Watt.

Nays: Williams and McGlothin

Standing Items

A motion was made by Councilman Cook and supported by Mayor Pro-Tem Fox that Council approve the Regular minutes of March 22, 2021 and Work Session minutes of April 12, 2021 as received in the mail.

ROLL CALL VOTE. Kitchen, Williams, McGlothin, Fox, Cook, Collins and Watt.

Nays: None

New Business – Action Items

21-32 Recommendation from the Work Session that Council approve the Requirement for Fire Insurance.

It was moved by Councilman Cook and supported by Councilwoman Kitchen that Council concur with the recommendation.

ROLL CALL VOTE. Williams, McGlothin, Fox, Cook, Collins, Kitchen and Watt.

Nays: None

21-33 Recommendation from the Work Session that Council approve the ordinance change on lot size and fencing.

A motion was made by Councilman Cook and supported by Mayor Pro-Tem Fox that Council concur with the recommendation.

ROLL CALL VOTE. Fox, Cook, Collins and Watt

Nays: McGlothin, Kitchen and Williams

Collins off-line

21-34 A motion was made by Councilman Williams and supported by Councilwoman McGlothin that Council approve to suspend all water shut offs until the CDBG-CV program take effect.

A friendly amendment was made by Councilman Williams and supported by Mayor Pro-Tem Fox that Council approve to suspend all water shut offs from May 20, 2020 until current.

ROLL CALL VOTE. Fox, McGlothin and Williams

Nays: Cook, Kitchen and Watt

Motion fails

It was moved by Mayor Pro-Tem Fox and supported by Councilwoman Kitchen that the meeting be adjourned at 7:47 p.m.

ROLL CALL VOTE. Cook, Kitchen, Williams, McGlothin, Fox and Watt.

Nays: None

Respectfully Submitted,



Sharon Gibbs, City Clerk

MINUTES

CITY OF MUSKEGON HEIGHTS

MONDAY, April 29, 2021

Call to Order:

Mayor Walter Watt, Jr., called the April 29, 2021 (Zoom) Work Session meeting to order at 12:05 p.m.

COUNCIL MEMBERS PRESENT: Mayor Watt (Lowell MI), Mayor Pro-Tem Fox (MU), Councilwoman McGlothin (MH), Councilwoman Kitchen (MH), Councilman Cook (MH), Councilman Collins (MH) and Councilman Williams (NS).

ABSENT: None

STAFF MEMBERS PRESENT: Troy Bell, City Manager, Maurice Sain, Police Chief, Chris Dean, Fire Chief, Karey Morrow, Chief Building Inspector, Carolyn Cook, Planning Director, John Allen, Water Filtration Director and Urbain Ndoye, Assistant Finance Director.

Roll Call was done twice

Agenda Approval

21-35 A motion was made by Councilman Kitchen and supported by Councilman Cook that council approve the agenda.

ROLL CALL VOTE. Kitchen, Fox, Cook, Collins and Watt

Nays: Williams and McGlothin

New Business – Action Items

21-36 Recommendation from the Finance Committee that Council approve the entire Lease Terms for Space at Department of Public Works and the tenant property taxes comes out the lease payment of \$1,000 monthly.

Councilman Collins calls for the question and it was supported by Councilman Cook that Council concur with the recommendation.

ROLL CALL: Cook, Collins and Watt

Nays: Williams, McGlothin, Fox and Kitchen

Motion fails

Councilwoman Kitchen off-line

21-37 A motion was made by Mayor Pro-Tem Fox and supported by Councilman Cook that Council concur with the recommendation.

ROLL CALL VOTE. Fox, Cook, Collins and Watt

Nays: McGlothin and Williams

It was moved by Mayor Pro-Tem Fox and supported by Councilman Cook that the meeting be adjourned at 12:55 p.m.

ROLL CALL VOTE. Fox, Cook, Collins, McGlothin, Williams and Watt.

Nays: None

Respectfully Submitted,

A handwritten signature in cursive script that reads "Sharon Gibbs".

Sharon Gibbs, City Clerk

MINUTES

CITY OF MUSKEGON HEIGHTS

MONDAY, June 14, 2021

Call to Order:

Mayor Pro-Tem Tamica Fox called the June 14, 2021 (Zoom) Work Session meeting to order at 5:32 p.m.

COUNCIL MEMBERS PRESENT: Mayor Watt (Las Vegas), Mayor Pro-Tem Fox (Chambers), Councilwoman McGlothlin (Chambers), Councilwoman Kitchen (Chambers), Councilman Cook (Chambers), Councilman Collins (MH) and Councilman Williams (MH).

ABSENT: None

STAFF MEMBERS PRESENT: Troy Bell, City Manager, Maurice Sain, Police Chief, Chris Dean, Fire Chief, Karey Morrow, Chief Building Inspector, John Allen, Water Filtration Director, Carolyn Cook, Planning Director and Urbain Ndoeye, Assistant Finance Director.

Agenda Approval

21-38 A motion was made by Mayor Watt and supported by Councilwman Cook that Council approve the agenda.

ROLL CALL VOTE. Collins, McGlothlin, Fox, Cook and Watt.

Nays: Kitchen

Old Business

21-39 Recommendation from the Work Session that Council **approve the MCSM Supplemental Municipal Funding Support Approval.**

Recommendation from the Work Session that Council **approve the Resolution to conditional adopt the 80%/20% cost sharing model** as set forth in Public Act 152 of 2011.

Recommendation from the Finance Committee that Council approve the award of the three Mowing Contracts for the Parks, Cemetery, Schools and Vacant Lots.

Recommendation from the Work Session that Council approve **authorizing the City Manager to implement Use Agreements for vacant lots** to reduce City

liability, generate revenue to cover costs for improving property appearance, and provide convenience to citizens and visitors, for vacant lots illegally being used for private parking. This provision does not affect existing public parking lots.

Recommendation from the City Manager that Council **approve the Roll-Away dumpster ordinance** establishing the requirement for notification by the vendor when dumpsters are rented for use within City limits and providing for a small fee to recover cost for compliance with the ordinance.

A motion was made by Mayor Watt that the above (5) items be approve with (1) vote and supported by Councilman Cook that Council concur with the recommendation.

Councilman Williams arrives 6:02 p.m.

ROLL CALL VOTE. Fox, Cook, Collins and Watt

Nays: Kitchen, Williams and McGlothin

New Business

21-40 Recommendation from the City Manager that Council **approve** the proposed operator **agreement to operate the Mona Lake MLK Pavilion** to included providing required improvements and services to the public for food, entertainment, and recreational activities.

It was moved by Mayor Watt and supported by Councilman Cook that Council concur with the recommendation.

ROLL CALL VOTE. Fox, Cook, Collins and Watt

Nays: Williams, McGlothin and Kitchen

21-41 Recommendation from the Personnel Committee that Council approve the **contract for Police Chief**, without amendment, as included in the Council package. Given that this item has been previously presented to Council Work Session, the Personnel Committee **recommends final approval** of this item, in which case this item would **NOT** need additional consideration of Council.

It was moved by Mayor Watt and supported by Councilman Cook that Council concur with the recommendation.

ROLL CALL VOTE. Fox, Cook, Collins, and Watt

Nays: Kitchen and McGlothin

Councilman Williams off-line

It was moved by Mayor Watt and supported by Councilman Cook that the meeting be adjourned at 7:37 p.m.

All Ayes, No Nays

Respectfully Submitted,

A handwritten signature in black ink that reads "Sharon Gibbs". The signature is written in a cursive, flowing style.

Sharon Gibbs, City Clerk

G2

**A RESOLUTION ADOPTING A FINAL PROJECT PLAN
FOR WATER SYSTEM IMPROVEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Muskegon Heights recognizes the need to make improvements to its existing water supply and drinking water distribution system; and

WHEREAS, the City of Muskegon Heights authorized Prein&Newhof to prepare a Project Plan, which recommends improvements to provide a more reliable and resilient water supply and distribution system including automated water meter reading infrastructure, replacement of aging or undersized water mains, replacement of lead service lines that can cause elevated lead concentrations in homes, and modification of components of the Water Filtration Plant; and

WHEREAS, said Project Plan was presented at a Public Hearing held on June 28, 2021, and all public comments at the hearing or written comments submitted during the public comment period have been considered and addressed.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon Heights formally adopts said Project Plan and agrees to implement the selected FY 2022 projects based on the selected alternatives for those projects.

BE IT FURTHER RESOLVED, that the City Manager, a position currently held by Mr. Troy Bell, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water Revolving Fund Loan to assist in the implementation of the selected alternative.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City Council of the City of Muskegon Heights on June 28, 2021.

BY: Sharon Gibbs, City Clerk

Signature

Date

G3

**CITY OF MUSKEGON HEIGHTS
COUNTY OF MUSKEGON
STATE OF MICHIGAN**

AN ORDINANCE TO AMEND CHAPTER 2, "ADMINISTRATION", ARTICLE II,
DIVISION 7, OF THE CODE OF ORDINANCES OF THE CITY OF MUSKEGON
HEIGHTS

Ordinance #21-

THE CITY OF MUSKEGON HEIGHTS HEREBY ORDAINS:

Section 1. That Section 2-152, "Requiring off-duty uniformed police officers at hotel establishments for a period of 12 months" of Chapter 2, "Administrative", Article II, Division 7, of the Code of Ordinances for the City of Muskegon Heights be added to read as follows:

At least one (1) off duty uniformed police officer shall be present on site at any hotel establishment within the city where there has been a homicide, illegal drug overdose(s) and/or excessive drug activity on the premises within the last twelve (12) months.

Secs. 2-153-2-170. - Reserved.

Section 2. Severability.

Should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity if the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 3. Conflicting Provisions.

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed upon the effective date of this Ordinance.

Section 4. Effective Date.

This Ordinance shall be effective ten (10) days after publication.

Adopted: _____

Published: _____

Effective: _____

Sharon Gibbs, City Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Muskegon Heights, Muskegon County, Michigan, at a regular meeting held on _____, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

Sharon Gibbs, City Clerk

G4 & G5

MEMORANDUM

To: Muskegon Heights City Council Members, City Manager Troy Bell, City Clerk Sharon Gibbs

From: Joslin Monahan

Re: terms that protect the City in the context of vacant lot sales; **Agenda Items G4 and G5**

Date: June 22, 2020

1. This is the relevant language from the Purchase Agreement for Vacant Lots:

- 9.1 Seller shall deliver to Buyer a quitclaim deed transferring Seller's entire interest in and to the Property to Buyer, subject to the deed restrictions set forth on Exhibit B attached hereto ("**Deed Restrictions**").
- 9.2 Buyer shall deliver to Seller a power of attorney and executed quit claim deeds provided for each separate lot/parcel being sold to Buyer thereby conveying Buyer's interest in the entire Property to Seller with each quit claim deed being in the form attached hereto as Exhibit C (the "**Quit Claim Deed**"). Buyer agrees to pledge its interest in the Property (via the Quit Claim Deeds provided for each lot/parcel) as security for the satisfaction of Buyer's obligations contained in the Deed Restrictions. Seller shall hold the Quit Claim Deeds in escrow for a period not to exceed six (6) years from the date of Closing. This pledge will terminate upon release from escrow and delivery to Buyer of the original Quit Claim Deeds. In the event that Buyer defaults in the performance of its obligations contained in the Deed Restrictions as to one or more lots/parcels sold to Buyer (subject to any available cure periods), Seller, upon ten (10) days' written notice to Buyer, and without liability for any increase in value for the Property (or any portion, lot or parcel thereof) that may have occurred, shall have the right to record the subject Quit Claim Deed(s) for all such lots/parcels at issue which shall convey to Seller all right, title, and interest as a fee simple owner of the Property or applicable lots/parcels thereof, including the right to sell the Property (or any portion, lot or parcel thereof, as applicable) in such a manner and for such price as Seller may determine at any bona fide public sale. All monies collected by Seller upon any sale or other disposition of the Property or any portion thereof shall be applied to the payment of all reasonable costs and expenses incurred by Seller in connection with the sale and delivery of the Property or any portion, lot or parcel thereof, as applicable (including, without limitation, reasonable attorneys' fees and expenses), and the balance of such monies (if any) shall be held by Seller and first applied by the Seller to satisfy Buyer's obligations secured hereunder, which include Buyer's obligations contained in the Deed Restrictions, with any remainder belonging solely to Seller without payment or other reimbursement to Buyer whatsoever. Buyer shall be liable to Seller for any deficiency. Consistent with Section 11.8 below, the provisions of this Section 9.2 shall survive and continue after the Closing.

9.3 Seller and Buyer shall execute and deliver to each other a closing statement showing the amounts by which the Purchase Price shall be adjusted as of the closing date. The following transactions shall be shown on the closing statement:

(a) Real estate taxes and personal property taxes in the year of Closing shall be pro-rated on a calendar year basis. All real estate and personal property taxes levied in years prior to the year of Closing shall be paid by Seller. All special assessments levied prior to the closing date shall be paid by Seller except any installments of special assessments which may be paid after Closing shall be paid by Buyer. For purposes of this Agreement, the winter taxes for any particular year shall be deemed due and payable in December of that year, regardless if they are payable without delinquency in the succeeding year or if paid in arrears or in advance; the summer taxes shall be deemed due and payable on July 1 or August 1 in that particular year, regardless if the same are due and payable without penalty in the succeeding year or if paid in arrears or in advance.

(b) Buyer shall pay all transfer taxes which are payable upon delivery and/or recording of the quitclaim deed.

(c) Buyer shall pay for the issuance of any owner's title policy. Buyer shall pay for any endorsement(s) to the owner's policy.

(c) The Parties shall share equally any closing fee charged by the Title Company.

(d) The Parties shall pay their own attorney fees.

The remainder of this page is intentionally left blank.

2. These are the deed restriction terms:

As of the date of this deed, Grantor, the title owner of the Property, declares that the Property shall be subject to the following covenants and restrictions (collectively, the "Restrictions"):

1. All plans and elevations for the construction of all improvements or structures of any kind (collectively, the "Improvements") on the Property shall first be approved by Grantor in writing before commencement of any construction.

2. Grantee shall complete construction of its initial structure and related Improvements, including the completion of one (1) residential dwelling on each separate lot/parcel (each being a "Lot") making up the broader Property, within three (3) years from the date of purchase of the Property. Once commenced, construction or excavation of the Property shall proceed continuously and within reasonable dispatch until completed in accordance with the plans and specifications submitted to Grantor. Construction work shall be completed on each Lot and a certificate of occupancy (for a home) obtained within twelve (12) months of commencement of construction on such Lot, unless delays are due to factors beyond the control of Grantee (other than financial inability to complete construction), in which case Grantee may have such additional reasonable time as is necessary to complete construction as determined by Grantor. Notwithstanding anything in this Section 2 to the contrary, Grantor may grant to Grantee a one-time three (3) year extension to complete construction of its initial structure or other Improvements, provided that Grantee provides Grantor with a tax escrow amount which Grantor will draw upon to satisfy the following three (3) years of real estate taxes which shall be levied against the Property. The terms and conditions of the extension, including, but not limited to, calculation of the amount of the tax escrow, must be agreed upon by Grantor and Grantee in writing for the same to be valid and binding on the parties.

3. Any Improvement on the Property that is destroyed, in whole or in part, by fire, windstorm, or by any other cause must either be rebuilt or all debris removed, and the Property must be restored to a slightly condition with reasonable promptness, not to exceed six (6) months from the date of such destruction.

4. No trailer, basement, tent, shack, garage, or other outbuilding erected at any time on the undeveloped Property shall be used as a residence, either temporary or permanently. No structure of a temporary character on the Property shall be used as a residence.

5. Unless Grantee and Grantor agree in writing that Grantor shall be responsible for maintaining the Property, Grantee must maintain the Property, including the grounds, structures, and any other Improvements in a neat and attractive manner. Grantee shall plant grass, flowers and shrubs on the Property and keep the same groomed and trimmed and remove weeds and dead trees, shrubbery, and plants from the Property. Grantee must keep the exterior of all structures clean and in a good state of repair. If Grantee fails to maintain or repair the Property, or any structures or other Improvements as set forth herein (including all landscaping and trash/waste removal as set forth in Section 6 below), then Grantor, in its sole discretion, shall have the right (with contractors) to maintain or repair all Improvements on the Property, in its sole discretion, and a special assessment shall be levied against Grantee for the actual costs of said maintenance or repair. Grantor shall have the right to file a lien in respect to any and all costs (including all attorney fees) incurred in connection with exercising its rights under this Section 5, and shall have the right to foreclose said lien by judicial process or by advertisement in Grantor's sole discretion and as permitted under Michigan law. Said maintenance and repair of the Property by Grantor shall not be deemed a trespass or violate any law, statute, rule, regulation or ordinance, and Grantor shall not be liable to Grantee for any claims, costs, expenses, damages, or liabilities of any nature whatsoever.

6. The Property shall not be used or maintained as a "dumping ground" for rubbish. Trash, garbage, or other waste shall not be kept on the Property except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

7. No noxious or offensive activities shall be carried out on the Property, nor shall anything be done that may or may become an annoyance or nuisance to Grantor or the City of Muskegon Heights community, including, but not limited to, loud music, bright lights, solicitation, offensive odors, excessive pet noises, and other nuisance activities.

8. If any of these Sections above are vague, ambiguous, need further interpretation, or if there is a dispute with Grantee over the meaning of any restriction and/or its applicability to the Property, then the meaning and its applicability shall be determined by Grantor in its sole discretion. For illustrative purposes only, and not by way of limitation, Grantor shall determine what activities shall be deemed noxious or offensive. Grantee agrees that any decisions by Grantor regarding any of the Restrictions shall be final and non-appealable.

9. Notwithstanding Grantor's right to record one or more quit claim deeds executed by Grantee prior to the date hereof (each being a "Quit Claim Deed") and immediately take fee simple title to the Property or one or more Lots thereof, Grantor shall also have the right to enforce these Restrictions. Such enforcement shall be by proceedings at law or in equity against any violation or attempted violation of said Restrictions, either to restrain and enjoin the violation, to compel compliance with these Restrictions, or to recover damages. Notwithstanding the foregoing, in the event that Grantor determines Grantee has defaulted in its obligations under these Restrictions, Grantee will receive written notice specifying such default and shall be given a fourteen (14) day cure period during which Grantee shall be permitted to address and rectify the default. Without limiting Grantor's right to enforce these Restrictions by proceedings at law or in equity as provided above, Grantor shall not record the Quit Claim Deed(s) unless and until Grantee has defaulted in its obligations under these Restrictions and received written notice of such default on three (3) or more occasions. A continuing default (i.e., Grantee fails to cure a default within fourteen (14) days of receipt of written notice of same) shall be deemed an additional event of default hereunder, regardless of whether Grantor provides Grantee with written notice of such continuing default.

10. In the event that Grantor enforces or interprets any of these Restrictions, Grantor shall be entitled to recover from Grantee all fees, costs, and expenses incurred by Grantor, including, without limitation, reasonable attorney fees and other professional fees, court costs (if any), and interest of seven percent (7.0%) per annum.

11. These Restrictions are made for the benefit of Grantor and are intended to and shall run with the land and to be binding on successive owners of the Property. Failure by Grantor to enforce any of these Restrictions shall in no event be deemed a waiver of the right to do so at a later time or in the event of a later violation.

12. Any invalidation of any one of these covenants or restrictions by a judgment or court order shall not affect the validity of any other provision herein contained and such other Restrictions shall remain in full force and effect. None of these Restrictions shall bind Grantor under any circumstances or situations, nor shall the same be enforced against Grantor

G6

MEMORANDUM

To: Muskegon Heights City Council Members, City Manager Troy Bell, City Clerk Sharon Gibbs

From: Joslin Monahan

Re: Agenda item no G(6)

Date: June 22, 2021

In addition to the Deed Restrictions that apply to vacant lots, the Deed Restrictions that will apply to lots sold with vacant structures, also include the following:

1. The three-year construction deadline is reduced to 2 years, and must begin within 1 year of purchase.
2. The buyer is required to use reasonable efforts to utilize local contractors/vendors.
3. Buyer cannot turn the property into a rental property for the first 5 years (which is designed to promote home ownership/wealth building).