CITY OF MUSKEGON

CITY COMMISSION MEETING

May 26, 2026 @ 5:30 PM

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
- ☐ **PUBLIC HEARINGS:**
  - **A.** **Neighborhood Enterprise Zone Certificates — 367 E Forest Ave, 377 E Forest Ave, 58 E Grand Ave, 77 Monroe Ave, and 181 Irwin Ave.** Economic Development
  - **B.** **FY 2026-27 Budget - Public Hearing** Manager's Office
- ☐ **FEDERAL/STATE/COUNTY OFFICIALS UPDATE:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
  - **A.** **Approval of Minutes** City Clerk
  - **B.** **Amendment to the Zoning Ordinance - Waterfront Setbacks in FBC, LMR. (SECOND READING)** Planning
  - **C.** **Amendment to the Zoning Ordinance - Several Changes to the Form Based Code (SECOND READING)** Planning
  - **D.** **Amendment to the Harbor 31 Planned Unit Development (PUD) (SECOND READING)** Planning
  - **E.** **Energy Performance Contract with Johnson Controls, Inc.** Public Works
  - **F.** **Juneteenth Resolution 2026** Commissioner Request

G. **Purchase of New Excavator for DPW** Public Works

H. **Liquor License Extension – Wonderland Distilling Co, 1989 Lakeshore Drive, Suite B** Economic Development

I. **Contract for Housing Exemption - Jackson Hill Estates** Economic Development

J. **Recognizing June as Pride Month** Mayor's Office

K. **Termination of Easement - 20 W. Muskegon Avenue** Economic Development

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. **Rad Dads Agreement — Discussion** Manager's Office

B. **Amendment to Chapter 82 of the Code of Ordinances - Affordable Housing** Economic Development

☐ **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:**

A. **Attorney/Client Communication** City Clerk

☐ **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: May 26, 2026	**Title:** Neighborhood Enterprise Zone Certificates — 367 E Forest Ave, 377 E Forest Ave, 58 E Grand Ave, 77 Monroe Ave, and 181 Irwin Ave.
Submitted by: Isabela Gonzalez, Development Analyst	**Department:** Economic Development

Brief Summary:
Stephens Homes and Investments LLC has submitted five applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of new single-family homes at 58 E Grand Avenue, 367 E Forest Avenue, 377 E Forest Avenue, 79 Monroe Avenue, and 181 Irwin Avenue.

Detailed Summary & Background:
Stephens Homes and Investments LLC has submitted five applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of new single-family homes located at 58 E Grand Ave, 367 E Forest Ave, 377 E Forest Ave, 79 Monroe Ave, and 181 Irwin Ave. These addresses are located within existing Neighborhood Enterprise Zone Districts and are eligible for consideration under the Neighborhood Enterprise Zone Act, which encourages the construction and rehabilitation of residential housing within eligible communities.
These properties were previously purchased from the City of Muskegon for residential development. As part of the development process, one parcel was split to create two separate addresses and one parcel underwent an address change. Estimated project costs for the proposed homes range between $125,000 and $180,000. The applicant has paid all required application fees and has met all local requirements for the issuance of NEZ certificates. Stephens Homes and Investments LLC is requesting that each certificate be issued for a term of 15 years. Approval of these applications would grant each home a Neighborhood Enterprise Zone tax abatement that may reduce property taxes by up to approximately 50% for the requested 15-year term.

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:** Yes | | No | | N/A | X |
Fund(s) or Account(s): N/A	**Budget Amendment Needed:** Yes | | No | | N/A | X |

Recommended Motion:

I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years for the properties located at 58 E Grand Avenue, 367 E Forest Avenue, 377 E Forest Avenue, 79 Monroe Avenue, and 181 Irwin Avenue, and authorize the Mayor and City Clerk to sign the applications and resolutions.

Approvals:

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

Name the Policy/Ordinance Followed:

PA 147 of 1992, as amended

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Michigan Department of Treasury
4775 (Rev. 09-25), Page 1

APR 14 2026

CITY OF MUSKEGON
DEVELOPMENT SERVICES

Application for Neighborhood Enterprise Zone Certificate

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

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

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit (LGU). An applicant may submit one application for multiple rehabilitated facilities located in the same building that will not be owner-occupied. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the LGU. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)

Owner/Developer/Applicant Name
Stephens Homes and Investments LLC

Facility's Street Address
367 E Forest Ave

City: Muskegon | State: MI | ZIP Code: 49442

Name of City, Township or Village (taxing authority)
City of Muskegon

[X] City [ ] Township [ ] Village

County
Muskegon

Identify who will complete the work
[X] Licensed Contractor [ ] Other _____

Type of Approval Requested
[X] New Facility [ ] Rehabilitated Facility

No. of years requested for exemption (6-15; 11-17 for qualified historic building)
15 16 / 5/11

Is the facility owned or rented by occupants?
[X] Owned [ ] Rented

Type of Property (check one)
[X] House [ ] Duplex [ ] Condo
[ ] Loft [ ] Apartment - No. of Units _____

Estimated Project Cost (per unit)
$125,000.00

Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary.
New Construction Build

Timetable for undertaking and completing the rehabilitation or construction of the facility.
Begin Date: 4/20/2026 | End Date: 7/31/2026

Building Permit Date (if applicable)

PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION

Contact Name
Stephen Benedict

Contact Telephone Number
(231) 206-7114

Contact Email Address
stephenshomes@yahoo.com

Owner/Developer/Applicant Name
Stephens Homes and Investments LLC

Owner/Developer/Applicant Telephone Number
(231) 206-7114

Owner/Developer/Applicant Email Address
stephenshomes@yahoo.com

Owner/Developer/Applicant Mailing Address
40 Concord Ave Suite C

City: Muskegon | State: MI | ZIP Code: 49442

I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.

I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.

I understand that this property tax exemption application is approved at public meetings and is subject to public disclosure requirements. In addition, the exemption information is included on local property tax rolls and is made available on a website maintained by the Michigan Department of Treasury for purposes of accurate assessment administration.

Owner/Developer/Applicant Signature

Date: 4/13/26

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)

Name of LGU: City of Muskegon

Assessor's Name (First and last name): Donna VanderVries

Assessor's Telephone Number	Assessor's Email Address
231 750 6750	VanderVriesdo@MuskegonCounty.net

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.

I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.

I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.

Assessor's Signature	Date
D VanderVries	5/19/26

PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)

School District	Name of LGU that established district
School Code	Date district was established
Name or Number of Neighborhood Enterprise Zone	Revenue Sharing Code

Action taken by LGU:

- ☐ Exemption Approved for _____ Years (6-15)
- ☐ Exemption Approved for _____ Years (11-17 qualified historic building)
- ☐ Exemption Denied (include Resolution Denying)

Date of resolution approving/denying this application

Clerk's Name (First and Last)

Clerk's Telephone Number

Clerk's Email Address

The State Tax Commission requires the following documents be filed for an administratively complete application:

- ☐ 1. Original Application
- ☐ 2. Legal description of the real property with parcel identification number
- ☐ 3. Resolution approving the zone.
- ☐ 4. Resolution approving the application.
- ☐ 5. **REHABILITATION APPLICATIONS ONLY.** Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.

Clerk's Mailing Address	City	State	ZIP Code

I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.

I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.

Clerk's Signature	Date

The completed application and additional required documentation can be emailed to PTE@michigan.gov or mailed to:

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

To avoid processing delays use either email or mail, not both.

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

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

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Michigan Department of Treasury
4775 (Rev. 09-25), Page 1

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DEVELOPMENT SERVICES

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PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)

Owner/Developer/Applicant Name
Stephens Homes and Investments LLC

Facility's Street Address
377 E Forest Ave

City: Muskegon | State: MI | ZIP Code: 49442

Name of City, Township or Village (taxing authority)
City of Muskegon

[X] City [ ] Township [ ] Village

County
Muskegon

Identify who will complete the work
[X] Licensed Contractor [ ] Other _____

Type of Approval Requested
[X] New Facility [ ] Rehabilitated Facility

No. of years requested for exemption (6-15; 11-17 for qualified historic building)
15 1b/5/11

Is the facility owned or rented by occupants?
[X] Owned [ ] Rented

Type of Property (check one)
[X] House [ ] Duplex [ ] Condo
[ ] Loft [ ] Apartment - No. of Units _____

Estimated Project Cost (per unit)
$130,000.00

Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary.
New Construction Build

Timetable for undertaking and completing the rehabilitation or construction of the facility.
Begin Date: 4/20/2026 | End Date: 7/31/2026

Building Permit Date (if applicable)

PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION

Contact Name
Stephen Benedict

Contact Telephone Number
(231) 206-7114

Contact Email Address
stephenshomes@yahoo.com

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- ☐ Exemption Approved for _____ Years (11-17 qualified historic building)
- ☐ Exemption Denied (include Resolution Denying)

Date of resolution approving/denying this application

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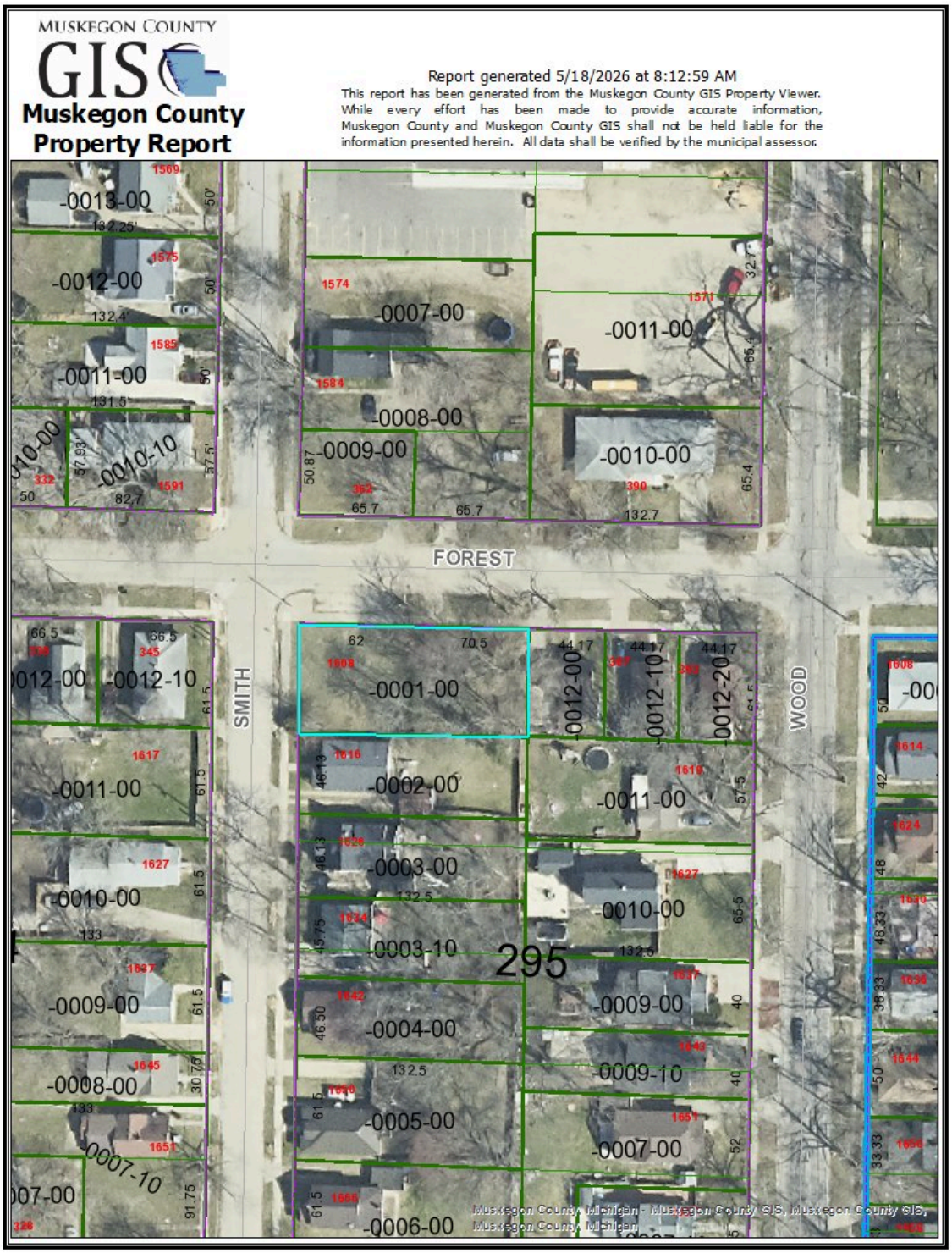
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Muskegon County Property Report - 1608 Smith (367 + 377

Area of Interest (AOI) Information

Area : 6,928.64 ft²

May 18 2026 8:12:41 Eastern Daylight Time



Summary

Name	Count	Area(ft²)	Length(ft)
Parcels	1	6,928.64	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-273-0002-00	24	0.16	0.16	181	*No Data*	181 IRWIN AVE	MUSKEGON

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

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

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft²)
1	MUSKEGON CITY SCHOOL DIST	R	PROPERTY EXEMPT FROM AD VALOREM TAXES AND ASSESSED ON THE SPECIAL ACT ROLL PURSUANT TO PA 261 OF 2003 EXPIRING 12/30/2023. CITY OF MUSKEGON REVISED PLAT OF 1903 W 53 FT LOT 2 BLK 273	6,928.64

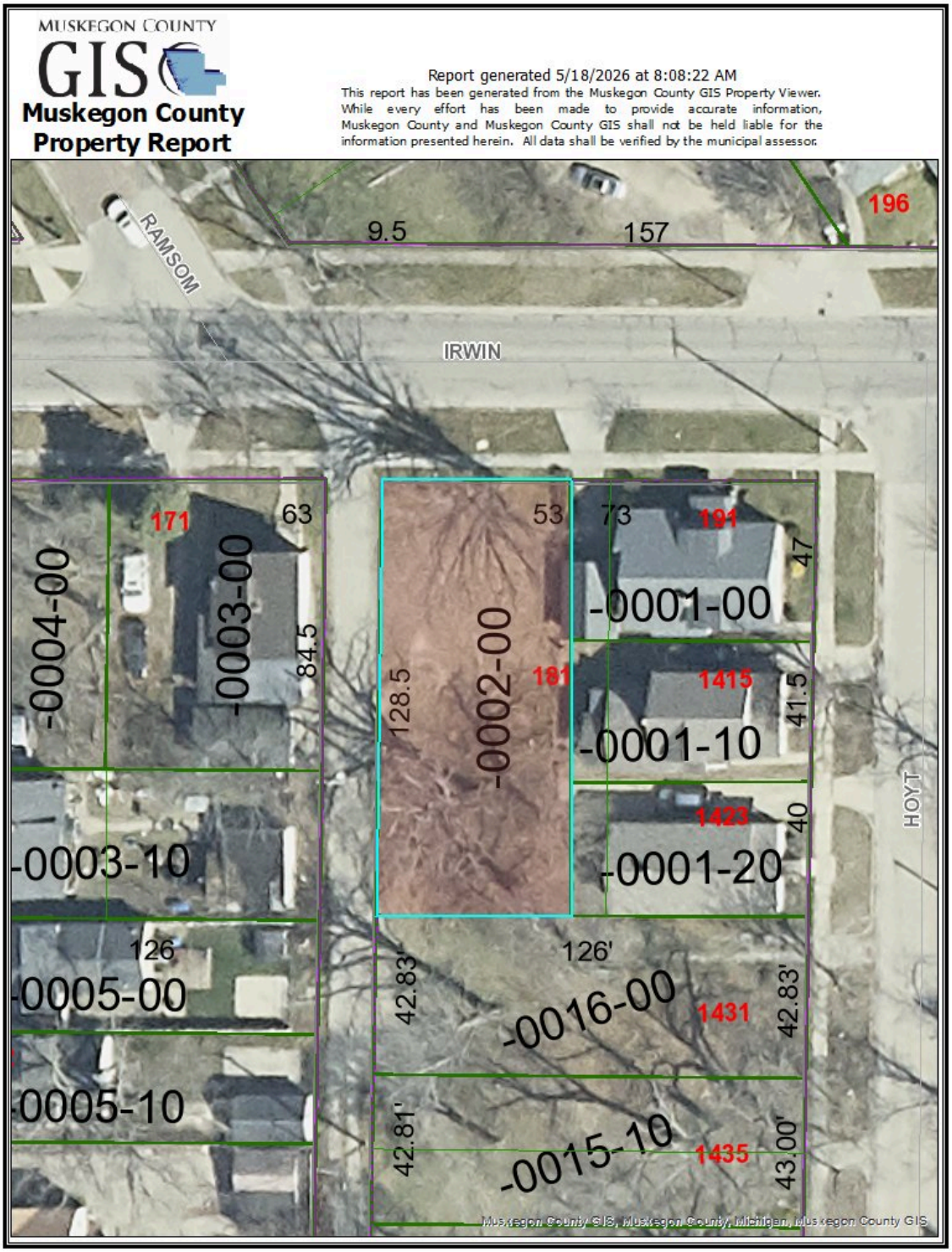
©2020 Muskegon County GIS Data reported herein is believed to be accurate and up to date, however Muskegon County and Muskegon County GIS make no warranty to the accuracy of the data. It is advised that before any decisions are made from this data, that the local assessor or building officials are contacted.

Muskegon County Property Report - 181 Irwin Ave

Area of Interest (AOI) Information

Area : 6,928.64 ft²

May 18 2026 8:08:03 Eastern Daylight Time



Summary

Name	Count	Area(ft²)	Length(ft)
Parcels	1	6,928.64	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-273-0002-00	24	0.16	0.16	181	*No Data*	181 IRWIN AVE	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
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#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
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CITY OF MUSKEGON
COMMUNITY DEVELOPMENT

Michigan Department of Treasury
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Facility's Street Address
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City: Muskegon | State: MI | ZIP Code: 49442

Name of City, Township or Village (taxing authority)
City of Muskegon

[X] City [ ] Township [ ] Village

County
Muskegon

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No. of years requested for exemption (6-15; 11-17 for qualified historic building)
15 yrs 5/11

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D VanderVries	5/12/26

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Action taken by LGU:

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Date of resolution approving/denying this application

Clerk's Name (First and Last)

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CITY OF MUSKEGON

933 TERRACE
MUSKEGON, MI 49440
United States
WWW.MUSKEGON-MI.GOV

Receipt: 0101079187 Apr/20/2026

Cashier: WENDY.WEBSTER

Received Of: STEPHENS HOMES & INVESTMENT LLC
841 POST RD
MUSKEGON, MI 49441

Desc: NEZ 5 PROPERTIES

Planning

The sum of: $250.00

19-10	NEZ APP FEE 77 MONROE			50.00
19-10	NEZ APP FEE 181 IRWIN			50.00
19-10	NEZ APP FEE 367 E FOREST			50.00
19-10	NEZ APP FEE 377 E FOREST			50.00
19-10	NEZ APP FEE 58 E GRAND			50.00
TAX ABATEMENT APPLICATION FEES		101-000-640	50.00	
			Total	250.00
			Total	250.00
			Total	250.00
			Total	250.00
			Total	250.00
	TENDERED:	CASH PAYMENT		250.00

NOTES NEZ 5 PROPERTIES

Received & Sealed for Record
William A. Moulatsiotis Register of Deeds
Muskegon County Michigan
03/02/2026 09:37:09 AM Liber: 4409 Page: 381

William A. Moulatsiotis
Register of Deeds
Muskegon County Michigan
5874903 D02

Liber: 4409 Page: 381
Page: 1 of 3
03/02/2026 09:37:09 AM

QUIT-CLAIM DEED

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

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

***SEE ATTACHED LEGAL DESCRIPTIONS**

for the sum of **Thirty-Seven Thousand, Eight Hundred, and 0/100 Dollars ($37,800.00)**

PROVIDED, HOWEVER, Grantee, or its assigns, shall complete construction of one (1) single family home on each of the thirteen (13) parcels on the premises herein conveyed within twenty-four (24) months after the date hereof. In default of such construction, title to the premises shall revert to the City of Muskegon free and clear of any claim of Grantee or its assigns. In addition, the City of Muskegon may retain the consideration for this conveyance free and clear of any claim of Grantee or its assigns. Buyer shall remove only those trees necessary for construction of the homes and driveways. "Complete construction" means: (1) issuance of a residential building permits by the City of Muskegon; and (2) in the sole opinion of the City of Muskegon's Director of Inspections, substantial completion of the dwellings described in the said building permits. In the event of reversion of titles of the above-described premises, improvements made thereon shall become the property of Grantor.

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

Dated this 9th day of December, 2025.

Signed in the presence of:

Linda Potter
Linda Potter

Jennifer Nutter
Jennifer Nutter

CITY OF MUSKEGON

By Ken Johnson
Ken Johnson, Its Mayor

and
Ann Marie Meisch, MMC, Its Clerk

STATE OF MICHIGAN
COUNTY OF MUSKEGON

Before me personally appeared in Muskegon County, Michigan, on December 9, 2025, by KEN JOHNSON and ANN MARIE MEISCH, MMC, the Mayor and Clerk, respectively, of the CITY OF MUSKEGON, a municipal corporation, on behalf of the City.

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

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

WHEN RECORDED RETURN TO: Grantees

SEND SUBSEQUENT TAX BILL:

Legal Descriptions

1. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 NELY 49 1/2 FT LOT 3 BLK 150
Address: 496 OCTAVIUS, MUSKEGON, MI 49442
Price: $3,000.00
Parcel #: 61-24-205-150-0003-00

2. Legal Description: CITY OF MUSKEGON GUNNS SUB DIV OF PART OF BLK 2 LOT 1 AND THE W 10.88 FT OF LOT 2, BLK 3
Address: 704 LEONARD, MUSKEGON, MI 49442
Price: $3,000.00
Parcel #: 61-24-405-003-0001-00

3. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 9 & W 1/2 OF S 14.25 FT LOT 8 BLK 275
Address: 58 E GRAND, MUSKEGON, MI 49442
Price: $2,775.00
Parcel #: 61-24-205-275-0009-00

4. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 53 FT LOT 2 BLK 273
Address: 181 IRWIN, MUSKEGON, MI 49442
Price: $3,150.00
Parcel #: 61-24-205-273-0002-00

5. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 9 BLK 283
Address: 316 E FOREST, MUSKEGON, MI 49442
Price: $2,775.00
Parcel #: 61-24-205-283-0009-00

6. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 E 1/2 LOT 9 & E 66.35 FT OF S 4 FT LOT 8 BLK 283
Address: 326 E FOREST, MUSKEGON, MI 49442
Price: $2,775.00
Parcel #: 61-24-205-283-0009-10

7. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 54 FT LOT 23 BLK 292
Address: 1679 TERRACE, MUSKEGON, MI 49442
Price: $3,150.00
Parcel #: 61-24-205-292-0023-10

8. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 12 AND NORTH 15 FT LOT 13 BLK 298
Address: 1728 TERRACE, MUSKEGON, MI 49440
Price: $3,150.00
Parcel #: 61-24-205-298-0012-00

9. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 1/2 LOT 1 BLK 382
Address: 1163 SANFORD, MUSKEGON, MI 49440
Price: $5,250.00
Parcel #: 61-24-205-382-0001-00

10. Legal Description; CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 3 BLK 19
Address: 669 JACKSON, MUSKEGON, MI 49442
Price: $2,625.00
Parcel #: 61-24-205-019-0003-00
(Will have a lot line adjustment along with 677 Jackson, making each parcel approximately 64' wide)

11. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 BLK 19
Address: 677 JACKSON, MUSKEGON, MI 49442
Price: $3,000.00
Parcel #: 61-24-205-019-0002-00
(Will have a lot line adjustment along with 669 Jackson, making each parcel approximately 64' wide)

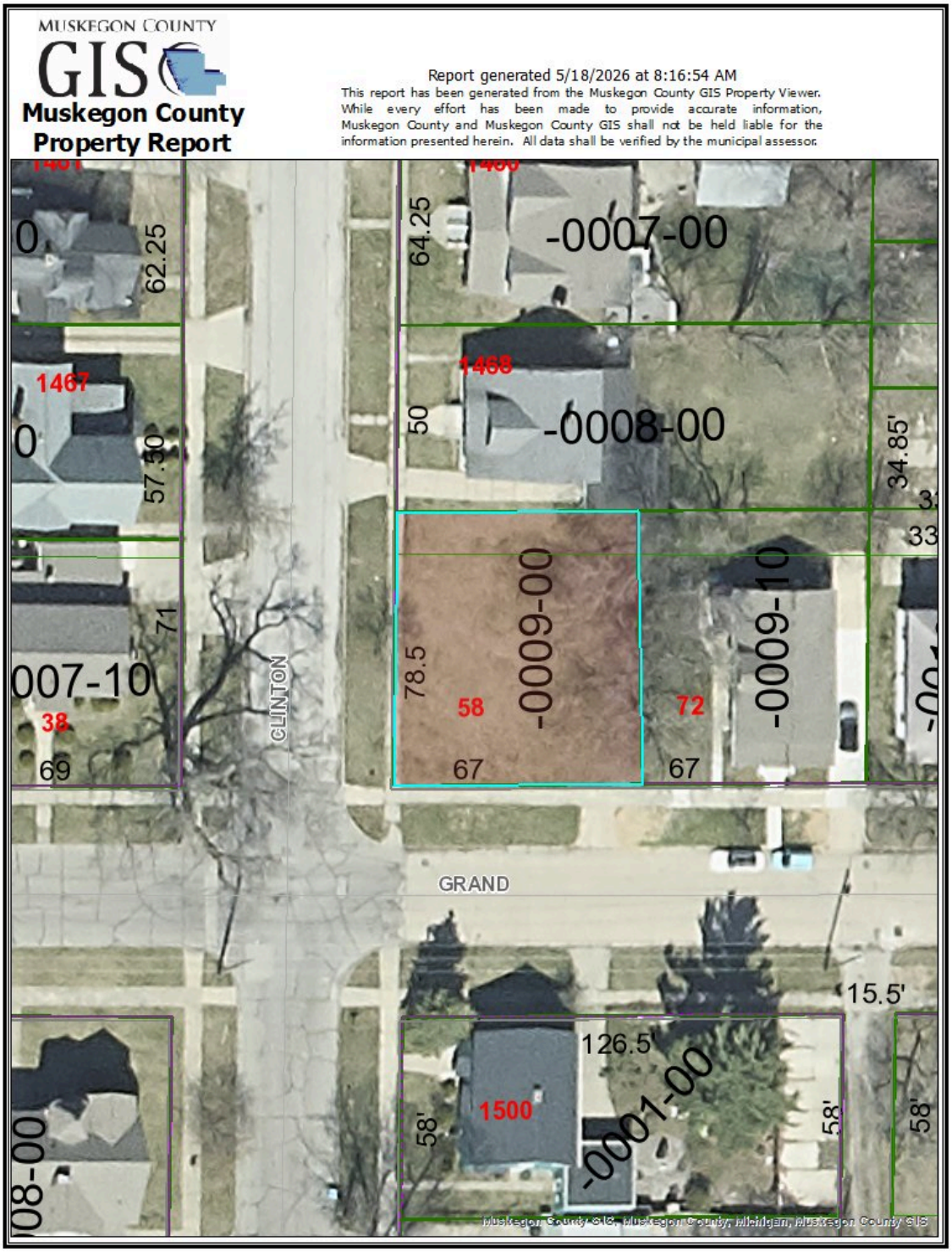
12. Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 295
Address: 1608 SMITH, MUSKEGON, MI 49442
Price: $3,150.00
Parcel #: 61-24-205-295-0001-00
(Will be split into two lots and addresses will be on E Forest)

Muskegon County Property Report - 58 E Grand

Area of Interest (AOI) Information

Area : 5,538.83 ft²

May 18 2026 8:16:34 Eastern Daylight Time



Summary

Name	Count	Area(ft²)	Length(ft)
Parcels	1	5,538.83	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-275-0009-00	24	0.13	0.12	58	*No Data*	58 E GRAND AVE	MUSKEGON

#	Property Address State	Property Address Zip Code	Owner Name 1	Owner Name 2	Owner Care Of	Owner Address	Owner Address City	Owner Address State
1	MI	49442	CITY OF MUSKEGON	*No Data*	PLANNING DEPT	PO BOX 536	MUSKEGON	MI

#	Owner Address Zip Code	Assessed Value	State Equalized Value	Taxable Value	PRE Homestead Pct	Property Class Code	Property Class Description	School District Code
1	49443-0536	0.00	0.00	0.00	0	201	Commercial - Improved	61010

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft²)
1	MUSKEGON CITY SCHOOL DIST	R	CITY OF MUSKEGON REVISED PLAT OF 1903 W 1/2 LOT 9 & W 1/2 OF S 14.25 FT LOT 8 BLK 275	5,538.83

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RECEIVED

APR 14 2026

CITY OF MUSKEGON
DEVELOPMENT SERVICES

Michigan Department of Treasury
4775 (Rev. 09-25), Page 1

Application for Neighborhood Enterprise Zone Certificate

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

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

Read the instructions before completing the application. This application must be filed prior to building permit issuance and start of construction except as provided in the instructions on page 3 under Owner/Developer/Applicant Instructions. Initially file completed application and required documents with the clerk of the local governmental unit (LGU). An applicant may submit one application for multiple rehabilitated facilities located in the same building that will not be owner-occupied. The additional documents to complete the application process will be required by the State of Michigan only after the original application is filed with the clerk of the LGU. Please see the instruction sheet.

PART 1: OWNER/DEVELOPER/APPLICANT INFORMATION (Applicant must complete all fields)

Owner/Developer/Applicant Name
Stephens Homes and Investments LLC

Facility's Street Address
58 E Grand Ave

City: Muskegon | State: MI | ZIP Code: 49442

Name of City, Township or Village (taxing authority)
City of Muskegon

☒ City ☐ Township ☐ Village

County
Muskegon

Identify who will complete the work
☒ Licensed Contractor ☐ Other _____

Type of Approval Requested
☒ New Facility ☐ Rehabilitated Facility

No. of years requested for exemption (6-15; 11-17 for qualified historic building)
15 16 5/11

Is the facility owned or rented by occupants?
☒ Owned ☐ Rented

Type of Property (check one)
☒ House ☐ Duplex ☐ Condo
☐ Loft ☐ Apartment - No. of Units _____

Estimated Project Cost (per unit)
$185,000.00

Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary.
New Construction Build

Timetable for undertaking and completing the rehabilitation or construction of the facility.
Begin Date: 4/1/2026 | End Date: 7/30/2026

Building Permit Date (if applicable)

PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION

Contact Name
Stephen Benedict

Contact Telephone Number
(231) 206-7114

Contact Email Address
stephenshomes@yahoo.com

Owner/Developer/Applicant Name
Stephens Homes and Investments LLC

Owner/Developer/Applicant Telephone Number
(231) 206-7114

Owner/Developer/Applicant Email Address
stephenshomes@yahoo.com

Owner/Developer/Applicant Mailing Address
40 Concord Ave Suite C

City: Muskegon | State: MI | ZIP Code: 49442

I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.

I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.

I understand that this property tax exemption application is approved at public meetings and is subject to public disclosure requirements. In addition, the exemption information is included on local property tax rolls and is made available on a website maintained by the Michigan Department of Treasury for purposes of accurate assessment administration.

Owner/Developer/Applicant Signature

Date: 4/13/26

Continue on Page 2

PART 3: LGU ASSESSOR CERTIFICATION (Assessor of LGU must complete Part 3)

Name of LGU: City of Muskegon

Assessor's Name (First and last name): Donna VanderVries

Assessor's Telephone Number: 231 750 6750

Assessor's Email Address: vandervriesdo@MuskegonCounty.net

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Neighborhood Enterprise Zone Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Neighborhood Enterprise Zone Exemption that would also put the same property on the Neighborhood Enterprise Zone specific tax roll.

I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.

I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.

Assessor's Signature: D Vanderl Vries

Date: 5/12/26

PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)

School District

Name of LGU that established district

School Code

Date district was established

Name or Number of Neighborhood Enterprise Zone

Revenue Sharing Code

Action taken by LGU:

- ☐ Exemption Approved for _____ Years (6-15)
- ☐ Exemption Approved for _____ Years (11-17 qualified historic building)
- ☐ Exemption Denied (include Resolution Denying)

Date of resolution approving/denying this application

Clerk's Name (First and Last)

Clerk's Telephone Number

Clerk's Email Address

The State Tax Commission requires the following documents be filed for an administratively complete application:

- ☐ 1. Original Application
- ☐ 2. Legal description of the real property with parcel identification number
- ☐ 3. Resolution approving the zone.
- ☐ 4. Resolution approving the application.
- ☐ 5. **REHABILITATION APPLICATIONS ONLY.** Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.

Clerk's Mailing Address | City | State | ZIP Code

I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.

I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.

Clerk's Signature | Date

The completed application and additional required documentation can be emailed to PTE@michigan.gov or mailed to:

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

To avoid processing delays use either email or mail, not both.

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

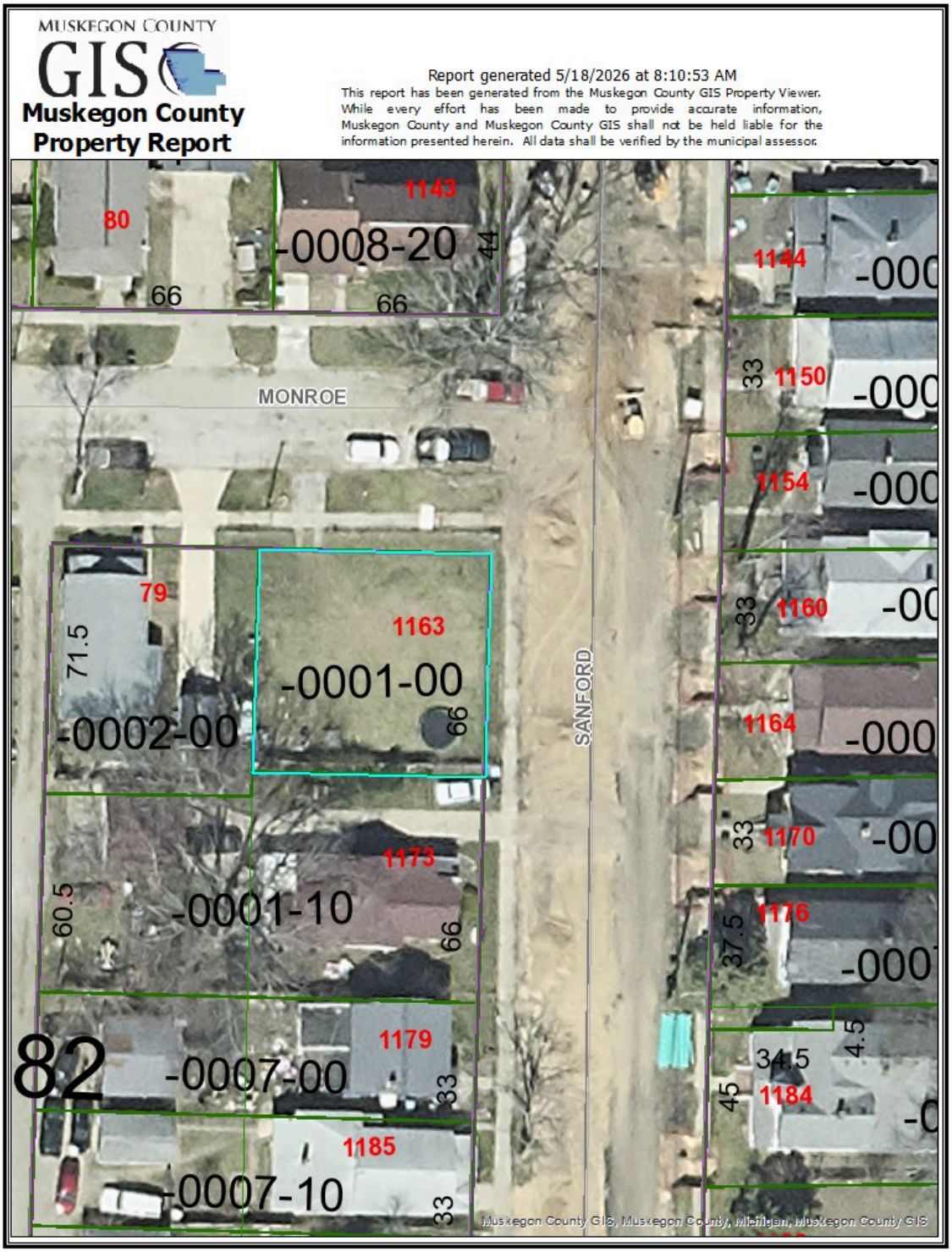
Any questions concerning the completion of this application should be directed to the LGU clerk.

Muskegon County Property Report - 1163 Sanford (77 Mon

Area of Interest (AOI) Information

Area : 6,928.64 ft²

May 18 2026 8:10:34 Eastern Daylight Time



Summary

Name	Count	Area(ft²)	Length(ft)
Parcels	1	6,928.64	N/A

Parcels

#	PIN	Municipality Code	Acreage per GIS	Acreage per Assessor	Property Address Number	Property Address Direction	Property Address Combined	Property Address City
1	61-24-205-273-0002-00	24	0.16	0.16	181	*No Data*	181 IRWIN AVE	MUSKEGON

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

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

#	School District Name	Zoning per Assessor Primary	Tax Description	Area(ft²)
1	MUSKEGON CITY SCHOOL DIST	R	PROPERTY EXEMPT FROM AD VALOREM TAXES AND ASSESSED ON THE SPECIAL ACT ROLL PURSUANT TO PA 261 OF 2003 EXPIRING 12/30/2023. CITY OF MUSKEGON REVISED PLAT OF 1903 W 53 FT LOT 2 BLK 273	6,928.64

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

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APR 14 2026

CITY OF MUSKEGON
DEVELOPMENT SERVICES

Michigan Department of Treasury
4775 (Rev. 09-25), Page 1

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▸ Application No.	▸ Date Received
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Owner/Developer/Applicant Name
Stephens Homes and Investments LLC

Facility's Street Address
77 Monroe Ave

City: Muskegon | State: MI | ZIP Code: 49442

Name of City, Township or Village (taxing authority)
City of Muskegon

☒ City ☐ Township ☐ Village

County
Muskegon

Identify who will complete the work
☒ Licensed Contractor ☐ Other _____

Type of Approval Requested
☒ New Facility ☐ Rehabilitated Facility

No. of years requested for exemption (6-15; 11-17 for qualified historic building)
15 (6 5/11)

Is the facility owned or rented by occupants?
☒ Owned (6 5/11) ☐ Rented

Type of Property (check one)
☒ House ☐ Duplex ☐ Condo
☐ Loft ☐ Apartment - No. of Units _____

Estimated Project Cost (per unit)
$125,000.00

Describe the general nature and extent of the new construction or rehabilitation to be undertaken. For rehabilitation only, include Breakdown of Investment Costs. Use attachments if necessary.
New Construction Build

Timetable for undertaking and completing the rehabilitation or construction of the facility.
Begin Date: 4/20/2026 | End Date: 7/31/2026

Building Permit Date (if applicable)

PART 2: OWNER/DEVELOPER/APPLICANT CERTIFICATION

Contact Name
Stephen Benedict

Contact Telephone Number
(231) 206-7114

Contact Email Address
stephenshomes@yahoo.com

Owner/Developer/Applicant Name
Stephens Homes and Investments LLC

Owner/Developer/Applicant Telephone Number
(231) 206-7114

Owner/Developer/Applicant Email Address
stephenshomes@yahoo.com

Owner/Developer/Applicant Mailing Address
40 Concord Ave Suite C

City: Muskegon | State: MI | ZIP Code: 49442

I certify the information contained herein and in the attachments are true and that all are truly descriptive of the residential real property for which this application is being submitted.

I certify I am familiar with the provisions of Public Act 147 of 1992, as amended, (MCL 207.771 to 207.787) and to the best of my knowledge, I have complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the LGU and the issuance of Neighborhood Enterprise Zone Certificate by the State Tax Commission.

I understand that this property tax exemption application is approved at public meetings and is subject to public disclosure requirements. In addition, the exemption information is included on local property tax rolls and is made available on a website maintained by the Michigan Department of Treasury for purposes of accurate assessment administration.

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Assessor's Telephone Number: 231 750 6750

Assessor's Email Address: VanderVriesdo@MuskegonCounty.net

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I certify that, if approved, the property to be covered by this exemption will be on the Neighborhood Enterprise Zone Exemption specific tax roll and not on any other specific tax roll.

I certify that, to the best of my knowledge, the information contained in Part 3 of this application is complete and accurate.

Assessor's Signature: D Vanderv Vries

Date: 5/12/26

PART 4: LGU ACTION/CERTIFICATION (LGU clerk must complete this section before submitting to the State Tax Commission)

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Name of LGU that established district

School Code

Date district was established

Name or Number of Neighborhood Enterprise Zone

Revenue Sharing Code

Action taken by LGU:

- ☐ Exemption Approved for _____ Years (6-15)
- ☐ Exemption Approved for _____ Years (11-17 qualified historic building)
- ☐ Exemption Denied (include Resolution Denying)

Date of resolution approving/denying this application

Clerk's Name (First and Last)

Clerk's Telephone Number

Clerk's Email Address

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- ☐ 1. Original Application
- ☐ 2. Legal description of the real property with parcel identification number
- ☐ 3. Resolution approving the zone.
- ☐ 4. Resolution approving the application.
- ☐ 5. **REHABILITATION APPLICATIONS ONLY.** Statement by the assessor showing the taxable value of the rehabilitated facility not including the land, for the tax year immediately preceding the effective date of the rehabilitation.

Clerk's Mailing Address | City | State | ZIP Code

I certify that I have reviewed this application for complete and accurate information and determined that the subject property is located within a qualified Neighborhood Enterprise Zone.

I certify this application meets the requirements as outlined by Public Act 147 of 1992 and hereby request the State Tax Commission issue a Neighborhood Enterprise Zone Certificate.

Clerk's Signature | Date

The completed application and additional required documentation can be emailed to **PTE@michigan.gov** or mailed to:

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

To avoid processing delays use either email or mail, not both.

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

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 181 Irwin Ave. in the McLaughlin neighborhood, and;

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

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

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

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

Adopted this 26th day of May, 2026.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 26, 2026.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 77 Monroe Ave. in the Nelson neighborhood, and;

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

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

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

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

Adopted this 26th day of May, 2026.

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By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 58 E Grand Ave. in the McLaughlin neighborhood, and;

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

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

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

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By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 377 E Forest Ave. in the McLaughlin neighborhood, and;

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

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

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

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

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Ayes:

Nays:

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Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 26, 2026.

By: _____
Ann Meisch
City Clerk

Resolution No. _____

MUSKEGON CITY COMMISSION

RESOLUTION TO APPROVE THE ISSUANCE OF A NEIGHBORHOOD ENTERPISE ZONE CERTIFICATE

WHEREAS, an application for a Neighborhood Enterprise Zone Certificate has been filed with the City Clerk by Stephens Homes and Investments LLC to construct a new home at 367 E Forest Ave. in the McLaughlin neighborhood, and;

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

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

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

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

Adopted this 26th day of May, 2026.

Ayes:

Nays:

Absent:

By: _____
Ken Johnson, Mayor

Attest: _____
Ann Meisch
City Clerk

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 26, 2026.

By: _____
Ann Meisch
City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** FY 2026-27 Budget - Public Hearing
Submitted by: Jonathan Seyferth, City Manager	**Department:** Manager's Office

Brief Summary:
This is a public hearing for the Fiscal Year 2026-27 budget which was presented to the Commission on May 12, 2026. We anticipate final budget adoption at the June 9, 2026 meeting

Detailed Summary & Background:

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:
Budget is presented several times in May and June each year.

Amount Requested:

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
Motion to close the public hearing.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:



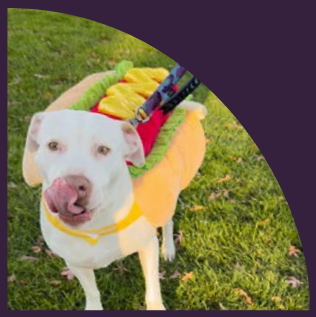




CITY OF MUSKEGON

Draft Budget

FY 2026 - 2027






933 Terrace Street | Muskegon, Michigan | shorelinecity.com

CITY OF MUSKEGON

FY 2026-27 BUDGET MESSAGE

(DRAFT)

May 11, 2026

Honorable Mayor, Commissioners, and Members of the Muskegon Community,

Enclosed is the **DRAFT 2026-27 Budget** for the City of Muskegon. Our primary goal this year has been to focus on fiscal sustainability, as 2026-27 revenues are projected to be flat relative to the current fiscal year. There are a variety of factors at play, which will be discussed.

Due to flat revenues, there will be fewer capital investments and one-time projects in the General Fund. However, roads, water, sewer, and parks (federal ARPA funding) will continue as planned, as most of these dollars are outside the General Fund.

The limited capital investments in the general fund and public improvement fund will be driven by critical needs and federal and state-mandated deadlines/requirements. Two critical needs include replacing the roof at Central Fire Station as well as the Police Department's aging body-worn cameras. Federal and state mandates also include replacing election voting equipment and rebuilding the city's websites to be ADA-compliant.

From a staffing perspective, we will not see many changes from FY 2025-26. At the end of the 3rd Quarter of FY 2025-26, the city increased Fire Department staffing by three full-time firefighters. FY 2026-27 will be the first full year reflecting that staffing change. Please note that two-thirds of the costs of these new firefighters are offset by the federal Staffing for Adequate Fire and Emergency Response (SAFER) Grant, which will be in place for three years (through FY 2028-29). Another minor staffing change you'll see is the City's Human Resources Director being moved in-house. Currently, the city contracts with Muskegon County for all HR services. With the HR Director's move in-house, we'll use the county only for recruitment services. Because of cost changes, this will have a net neutral impact on the General Fund.

Another change you'll see in the FY 2026-27 budget is the establishment of a Housing Fund. This fund, held outside of the General Fund, will allow the City of Muskegon to continue addressing our housing shortage. Revenue into the fund will include capture from the City's scattered site brownfield program, as well as from the sale of city-built houses and other city properties. One of the goals of this fund is to move our housing projects out of the Public Improvement Fund which was used to acquire equipment and maintain buildings. The Housing Fund will also allow the city to remain at the forefront of meeting our community's housing challenges.

FY 2026-27 will be the last year to spend ARPA dollars across our parks system to enhance recreational opportunities. These funds come from a combination of previously allocated ARPA dollars ($4.5M which must be spent by December 31, 2026) and prior investments approved by the City Commission. At the time of printing, nearly $1.4M of the $4.5M in dedicated ARPA funding has been spent. The balance of these funds is dedicated to ongoing park projects scheduled to be completed before the end of the calendar year.

This year, we again included historical information presented in graphic form to provide a quick snapshot of the City's budgetary history and illustrate the rationale behind certain budget assumptions for FY 2026-27. We also discussed possible budget scenarios in the future (page 18).

Although this Budget Message comes from Finance Director Kenneth Grant and City Manager Jonathan Seyferth, many team members contributed. Deputy Finance Director Jessica Rabe, (former) Financial Manager Hayden Nickell, City Treasurer Sarah Wilson, Deputy City Manager LeighAnn Mikesell, Income Tax Administrator Peggy Straley, DPW Superintendent Jacqui Erny, and Director Peter Wills were also instrumental in preparing the city's budget. All department and division heads work within their budgets to develop the best plan for the city. This is truly a team effort.

After initial budgets were requested, we asked the team to incorporate a 7% reduction in discretionary (non-staff) spending for FY2026-27. This represents the third year in a row where staff have responded as a team to make these types of reductions. Over that period, we've seen non-staff discretionary spending reduced by an average of 4.6% each of the last three years.

For clarification, this does not include personnel costs, so most departments' overall budgets are not decreasing. To help keep up with one-time projects, we expect to use about $421,000 from fund reserves. Because of the hard work of staff in the previous two fiscal years, our fund balance stood at nearly 18% at the start of FY 2025-26. Utilization of the fund balance will bring that funding level down to about 16%, which is above the 13% required by City Commission policy. As a reminder, the fund balance percent is based on two factors: the previous year's revenues and the fund balance. Even if the fund balance remained the same, an increase in revenues would decrease the fund balance percentage. Please see page 13 for the fund balance formula.

REVENUES

Property and Income Taxes

The city's general property tax rate will again be subject to a Headlee Rollback. For the tax year 2025, the property tax rate was 9.3916 mills (our charter maximum millage rate is 10 mills). For 2026, our property tax rate will be rolled back to 9.0985. The proposed budget estimates $8,008,000 in general property taxes (about a $500,000 increase over last year).

The income tax rate will remain unchanged at 1% for residents and 0.5% for non-residents who work in the city. The projected income tax receipts for 2026-27 will continue to grow, and the

department is projected to collect $14,000,000. This is about a $500,000 increase over our projected end-of-FY 2025-26 level. This is a similar increase to the growth the city experienced between our previous two fiscal years.

Growth in both property tax and income tax is a direct result of increasing property values in the city, the good work of team members proactively working with community members to ensure taxes are properly filed, and increased investment in the city.

Other Major General Fund Revenue Notes

The proposed budget identifies $45,521,144 in total General Fund Revenues. This represents flat overall revenue growth from FY 2025-26, when revenues are projected to end the year at $45,515,476. (For historical comparisons of annual General Fund Revenue, please see page 17.)

This flat rate is due to various factors. This year, the state of Michigan changed its local government funding formula, and we anticipate a reduction in some state grant funds. Together, this will result in about a 5% reduction in state funding. It should be noted that with the change to the funding formula, we will eventually see an increase in road funding.

The city is also projecting a significant decrease in Marijuana Tax revenues of more than 11%. This is being led by decreasing sales and the anticipation of further consolidation in the recreational marijuana market as new tax structures come into place and neighboring states, most notably Ohio, now allow for recreational marijuana sales.

Staff is also anticipating that building permit revenues will be down, as many of the multi-year projects currently underway around the city already have permits in hand. So, although we'll continue to see significant construction activities around the city, the permit revenue will likely not reflect that activity, as those dollars have already been paid.

Last year, staff noted a significant change in Transfers-In, which was accounted for by using non-General Fund revenue from the City's Cemetery Perpetual Care Fund, managed by the Community Foundation and established in the early 2010s. Approximately $400,000 was transferred to cover cemetery costs. Historically, the city had not taken a distribution to allow the Fund to accrue a larger balance. As we did last year, staff also recommends transferring additional funds to the foundation's core investment to achieve even higher annual returns in the future.

Lastly, FY 2025-26 marked the expiration of the 10-year lighting assessment implemented in the mid-2010s. This represented a reduction in revenues of about $180,000.

So, despite healthy growth in both income and property taxes, other losses have tempered our overall growth going into this new Fiscal Year.

For ease of review, the staff has divided General Fund Revenues into several categories, as shown in Table 1 below. (Chart 1 on page 6 shows a pie chart breakdown of General Fund

Revenues.) FY 2025-26 changes are based on the amended budget as of March 31, 2025, not the FY 2025-26 budget adopted in June 2025.

Table 1 – General Fund Revenues, Category Breakdown

Revenue Category	**Projected FY 2025-26 Revenues**	**Change from FY 2024-25***
Property Taxes	$8,008,000	5.37%
Income Taxes	$14,000,000	3.70%
Sanitation Tax	$2,370,000	5.33%
Marijuana Taxes	$600,000	(11.11%)
State Revenues	$6,520,985	(5.15%)
Fees	$3,797,253	(0.57%)
All Building Permits	$1,636,000	(17.42%)
Beach Parking	$1,300,000	0%
Public Safety Revenues	$794,000	(1.00%)
Transfers In	$464,303	(48.13%)
Other	$3,713,411	(0.91%)
Indirect Costs Allocations	$2,317,192	9.47%
Total	***$45,521,144***	***0%***
Unspent Revenues	$420,953	100%
Total Available	**$45,942,097**	**1.41%**

*This change is based on amended budgets as of March 31, 2025

Many revenue categories are self-explanatory and only include one revenue source: property & income taxes, for example. Other categories include multiple similar revenue lines and may require additional explanation. For example, fees include any charges a resident or customer pays the city for a service. Fees include rental property registration, business licenses, tax collection fees, and stormwater fees (among others).

Revenues classified under "other" include special assessments, federal grants, and election reimbursement (this is not an exhaustive list).

Indirect Cost Allocations are funds paid to the General Fund by other city funds for services the General Fund provides, such as audit and administrative support.

Chart 1.A – General Fund Revenues, percentage breakdown

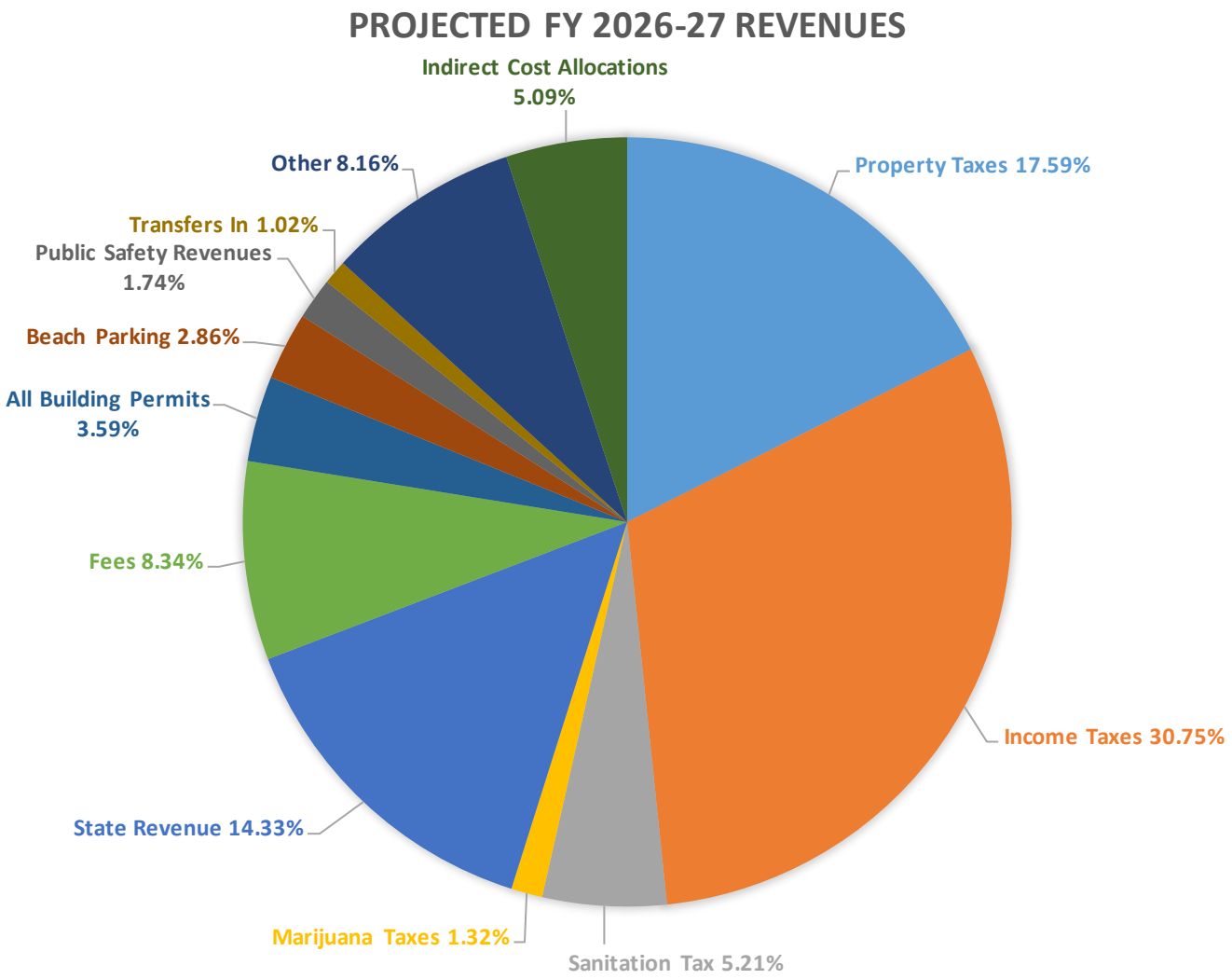
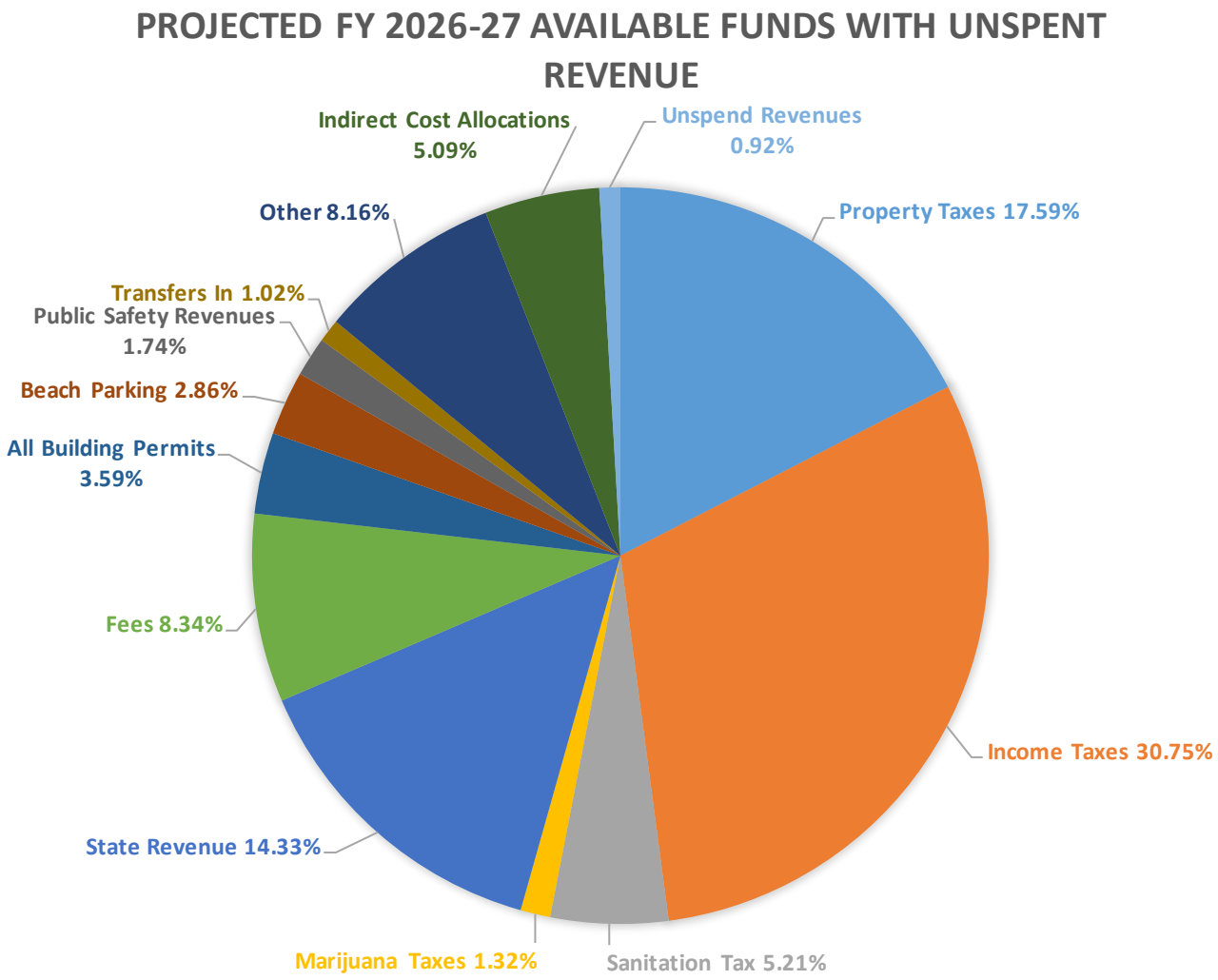


Chart 1.B – General Fund Revenues, percentage breakdown with Unspent Revenue



EXPENSES

Major General Fund Expenses

The proposed budget identifies $45,942,097 in General Fund expenses, many of which are personnel-related. The City of Muskegon is a service provider, and personnel-related expenses inherently dominate service provider costs. Personnel costs generally consist of employee salaries and benefits. The FY 2026-27 budget includes **$34,106,812** in salary and benefit costs. Of those costs, **$23,546,846** are directly accounted for in the General Fund, while the remainder are in the city's other funds. Employee salaries and benefits comprise **51.3%** of the city's proposed General Fund expenditures – this is a slight **decrease** of 1.2% over last fiscal year's proposed budget. This decrease is due to a reduction in OPEB payments for the coming Fiscal Year (see pages 9-12).

The city also engages several contract service providers to provide a range of services to our community. More than **$30 Million** is dedicated to contractual service providers across all our funds, with about **$5.4 million** of those contracts coming in the General Fund. The city's largest General Fund service providers include Muskegon County, SAFEbuilt Inspection Services, and Parmenter Law. Collectively, these agencies provide the city with human resources services, assessing services, building code permitting and enforcement services, and general legal counseling.

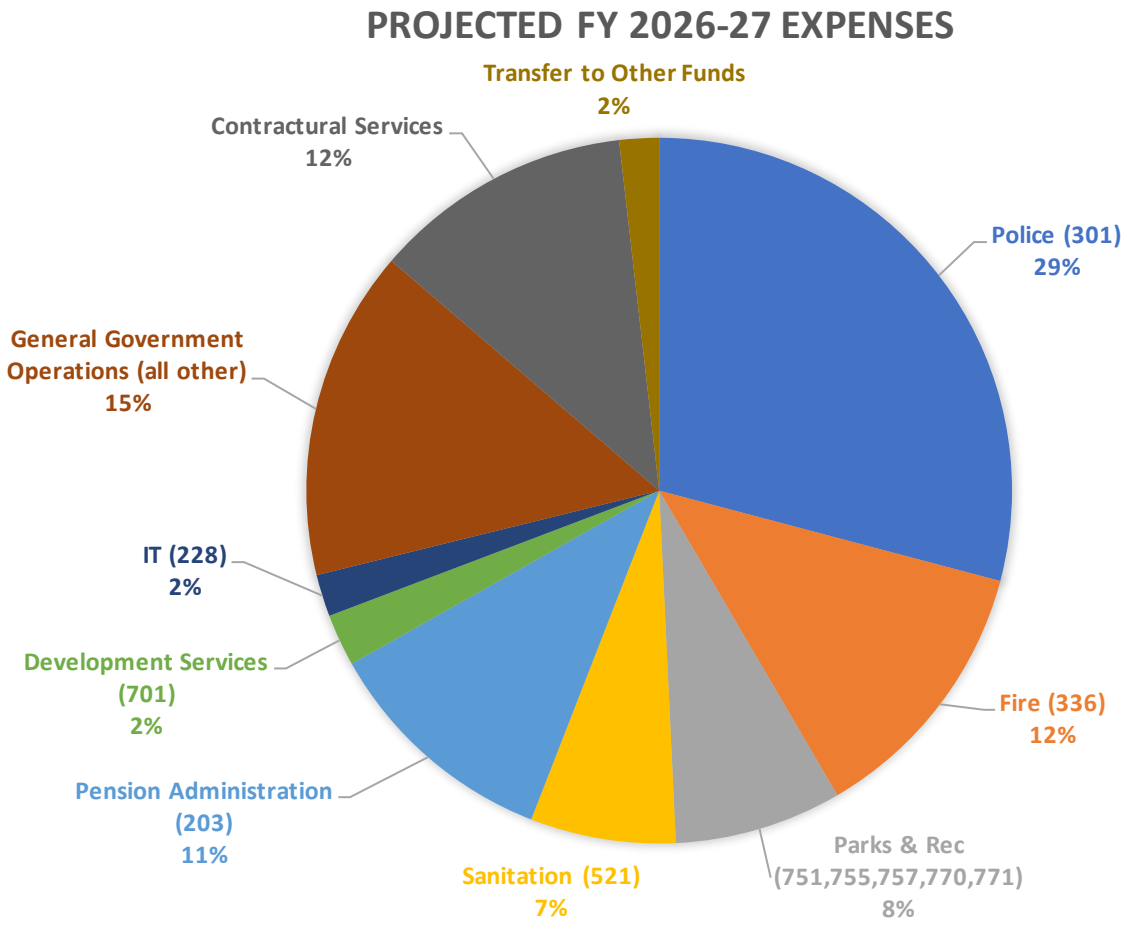
The review of the General Fund can also be understood based on functional categories, such as police, fire, parks, and administration.

TABLE 2 – GENERAL FUND EXPENSES, CATEGORY BREAKDOWN

Expense Category (Dept.)	**Projected FY 2026-27 Expenses**	**Change from FY 2025-26**
Police (301)	$ 13,379,813	(3.2%)
Fire (336)	$ 5,720,987	2.9%
Parks & Rec (751, 755, 757, 770, & 771)	$ 3,524,052	2.3%
Sanitation (521)	$ 3,061,083	7.2%
Pension Admin (203)	$ 5,020,925	11%
Development Services (701)	$ 1,098,353	(3.4%)
Information Technology (228)	$ 882,647	(4.7%)
Administration (all others)	$ 12,419,081	3.2%
Transfer to Other Funds (999)	$ 835,156	(17%)
Total	**$ 45,942,097**	**1.4%**

From a structural standpoint, there are no major changes in expense categories between FY 2025-26 and FY 2026-27. Parks & Recreation is entering its fourth full fiscal year as a standalone department and will see a modest increase in overall General Fund spending; some of this is related to grant dollars at McGraft Park. The budget number reflected in the General Fund expenditures does not include APRA investment dollars, of which FY 2026-27 will be the last year to incur expenses. The City Commission committed the remaining balance of our ARPA dollars ($4.5M) to park upgrades, which will be completed through this coming fiscal year. As a reminder, federal regulations require that all ARPA dollars be spent by December 31, 2026.

Chart 2 – General Fund Expenses, Percent Breakdown



The three-digit code represents the department(s) that make up this total number

Note: in FY 2025-26's budget book, General Gov't Operations and Contractual services were combined; these two categories are now broken out for more transparency.

Pension and Other Post-Employment Benefits

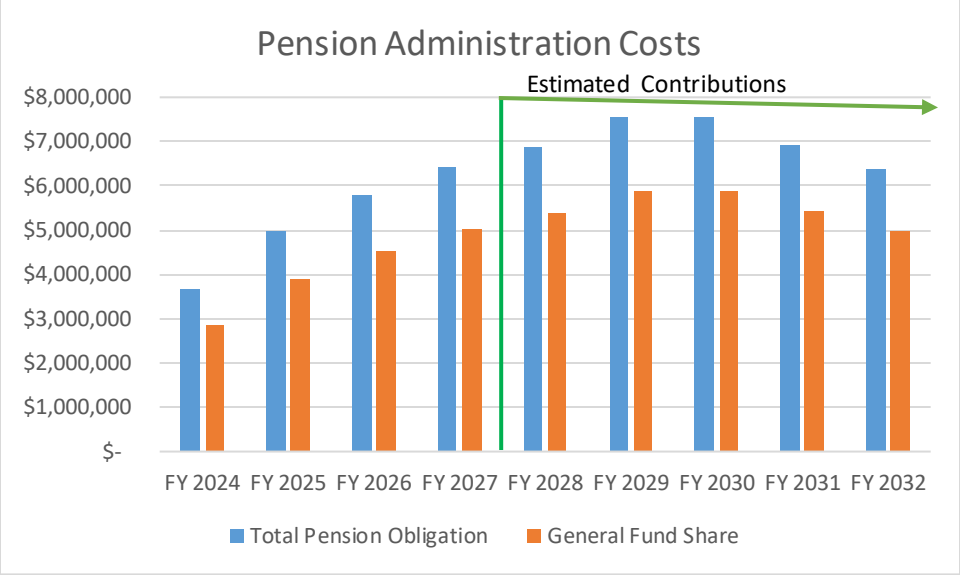
While employee wages are the most expensive portion of the General Fund's salary and benefit costs, employee fringe benefit costs are also significant. In particular, benefits for retired/former employees remain costly and continue to rise. For many years, city employees accrued retirement benefits - pensions, healthcare, and life insurance - which they could access after successfully separating from the city's employment. As those benefits accrued, the city's management used licensed actuarial accounting firms to annually determine the appropriate investment levels to fully fund those accrued employment benefits. Unfortunately, the actuarially determined cost estimates for these pension and healthcare benefits have proven to be understated in Muskegon and throughout much of Michigan – Muskegon is not alone in this situation. As such, contributions to pension and retiree healthcare funds have grown significantly over the past decade.

These costs will continue to increase for <u>at least the next two fiscal years</u>. The most recent projections from the Municipal Employees' Retirement System of Michigan (MERS)

show annual pension administration payments peaking in FY 2028-29 and declining slightly in Fiscal Year 2029-30. (This is only an estimate and could change.) It is worth noting that the city's peak payment year was moved up by one year in its last MERS annual report – this is a good thing. Our 2025 MERS report will be issued in mid-summer 2026, and we'll see if these projections hold true.

Chart 3 illustrates the actual (FY 2027 and prior) and estimated (FY 2028 and beyond) pension administration costs through the end of FY 2031-32, when contributions are estimated to continue to fall. Current pension liabilities are projected to increase 17.3% over the next two fiscal years. In the current fiscal year, these liabilities make up slightly more than 11% of the city's General Fund budget. If the projections hold (using MERS' most optimistic numbers), pension administration costs will account for slightly more than 12% of the General Fund budget in FY 2028-29 – currently estimated as our peak pension contribution year.

Chart 3 – Estimated Pension Administration Costs



The significant growth in costs/contributions is specifically intended to make up for what appears to be many years of insufficient investment, as advised by the city's pension actuary. Staff worked with MERS to smooth out our Defined Benefit costs over the next decade and reduce the extremely high costs expected in the next several years.

City staff have worked diligently over the past decade to reduce the long-term cost of retirement-related benefits. Our pension and retiree healthcare systems have been closed to new hires for many years. Additionally, management and labor groups have worked to reduce pension costs for active employees by implementing benefit changes that shrink actual pension payments to retired employees.

A positive note on retiree benefits: our 2025 audit shows that the retiree healthcare system (OPEB) is 117% funded (see page 99 of the June 30, 2025, audit). Our June 2025 audit indicates

that the city can stop OPEB (Other Post-Employment Benefits) payments going into FY 2026-27.

Chart 4 on page 12 shows how funding levels for our OPEB benefits have changed over the last several years and now sit well above 100%.

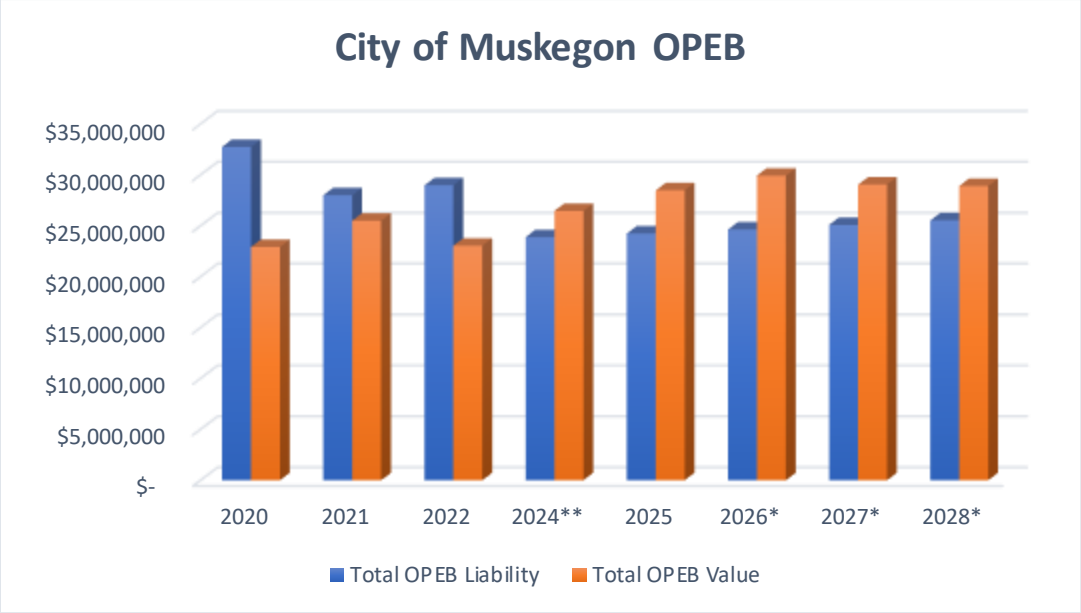
On June 30, 2025, OPEB funding stood at 117% funded. We project the fund will be approximately 120% funded by the end of FY 2025-26. This will allow the city to stop contributing to the fund for at least the next fiscal year, saving the general fund about $1 million and another $800,000 across other funds.

Even without making contributions in FY 2026-27, staff projects ending that fiscal year with a funding level of 115%. This is achieved through modest market growth of 4%. If market growth were around 6%, we'd end the fiscal year at around 118% funded.

For cash reference, our OPEB obligations are about $25 million, and we should end the fiscal year with more than $29 million in our OPEB account.

Staff will keep a close eye on this account and its funding level. We're planning to contribute to the OPEB fund again in FY 2027-28, though at a lower rate than before.

Chart 4 – Other Post-Employment Benefits (OPEB)



** 2024 represents an 18-month "plan year" to move the fund to align with our fiscal year

* Note projected funding levels

Fund Balance Projections

Staff has been cognizant of the city's fund balance policy while putting this budget together. The policy requires us to maintain a minimum fund balance of 13%. Historically, the fund balance usually sits around 20%.

Our fund balance percentage is calculated by dividing the unrestricted fund balance by the previous year's revenues (this is part of our audit and can be found on page 28 of the June 2025 Audit – linked above).

In our June 2025 Audit, the unassigned fund balance was $7,080,481. Following our mid-year budget adjustments, this number is projected to be $7,292,316 (our auditors will have to confirm this estimate). Using our previous year's revenue of $40,793,281, our unrestricted fund balance is 17.88% for the current fiscal year (FY2025-26).

We are proposing to use $421,000 of our fund balance this coming fiscal year. We're projecting to end FY 2026-27 with a fund balance of about 15.54%, meeting the City Commission's fund balance policy requirement.

I do want to note that even with utilizing monies from the fund balance this fiscal year, we are still projected to be ahead of where we were last fiscal year on the unassigned fund balance. At this time, five-year projections indicate the city will remain above the 13% threshold in each of the next five fiscal years and will be nearing 18% in FY 2030-31.

Fund Balance Formula

Unassigned Fund Balance/Previous Year Revenue = Unassigned Fund Balance Percent

$6,871,363 / $44,216,315 = 0.1554 (15.54%)

Miscellaneous Budget Notes

- Each of the city's Brownfield Tax Capture areas are performing as expected. The scattered-site housing brownfield continues to exceed expectations, which is why we're excited to roll out the Housing Fund this fiscal year.

- Major and Local Street Funds plan to construct several large-scale projects, including the reconstruction of Lakeshore Dr., & lower W. Western Ave. Other projects include the mill and resurfacing of Western Avenue from 4th Street to Terrace.

- The Downtown Development Authority has been performing as expected this fiscal year This coming year, the DDA will continue to be fully responsible for all expenses formerly handled by the now-disbanded Downtown BID (Business Improvement District); this includes landscaping and snow removal in the Downtown. Downtown Landscaping is contracted to

Barry's Greenhouse of North Muskegon. This year will also be the third year for the DDA to cover the costs of seasonal DPW workers picking up downtown trash and general maintenance.

The city is also anticipating additional development in the core downtown in Fiscal Year 2026-27, with the second phase of Lakeview Lofts now underway, as well as The Shaw Development and developments in the Third Street corridor – including housing and office space expansions.

Spring 2026 also brought the groundbreaking of a new downtown hotel, the Element by Marriott. These new activities will have an additional positive impact on the DDA's tax capture in future years.

- The Marina and Launch Ramp Fund will continue to operate at approximately half capacity after losing the center tee-dock at Hartshorn Marina. All available slips will be filled; however, the loss of approximately 50 slips will keep the marina operating at a loss.

- The Water Fund saw significant improvement in its net position and unrestricted fund balance. Staff is excited to note that as of June 2025, the fund moved into a positive unrestricted fund balance for the first time in several years (see page 42 of the June 30, 2025, audit). We expect the trend to continue this fiscal year and into FY 2026-27. The goal is to build up a 6-month operating surplus.

  The city continues to make capital investments needed to keep pace with the State of Michigan and the EPA-mandated lead service line replacement. Additionally, the state's revolving loan fund forgives portions of the investments made by cities using the program.

  Staff has recommended another water rate increase for FY 2026-27. We know this can be a burden to residents, and we don't take this recommendation lightly. However, we must meet our long-term objective of building a fund balance equivalent to six months of operating expenses (or about $6.5 million). It will likely take 4 or 5 more years to reach this level in the fund balance. City staff will closely monitor our water fund's unrestricted position and are hopeful that any further rate adjustments needed will be more modest than in the last three fiscal years.

Table 3 – Water Fund Revenues and Expenses

FY 2026-27 Revenues	$23,745,166
FY 2026-27 Expenses	$23,170,738
FY 2026-27 Balance	$574,428

- The Sewer Fund is structurally sound, and it is projected to continue carrying a positive net position and an appropriate fund balance going into the next fiscal year. (Please visit p. 42 of the 2025 audit, linked above, for more information on the state of the sewer fund.)

Table 4 – Sewer Fund Revenues and Expenses

FY 2026-27 Revenues	$10,715,412
FY 2026-27 Expenses	$11,982,970
FY 2026-27 Balance	($1,267,558)

The sewer fund should maintain a minimum fund balance of $5 million. We're projected to be at that level while funding needed infrastructure projects.

- The Equipment Fund is an internal service fund that owns/maintains most of the city's equipment (cars, trucks, machinery, etc.). The fund will expend $2,150,000 in capital purchases in FY 2026-27.

- The Public Improvement Fund will continue functioning as the city's capital projects fund. The fund sits outside the General Fund and cannot be used for staffing or general fund programming purposes. Staff plans to expend $523,000 on various capital improvements, including park improvements, a new metal roof at the Central Fire Station (which is also home to Central Dispatch and the main IT hub for most municipalities in the County), as well as replacement body worn cameras for the Police Department.

Table 5 – Public Improvement Fund Expenses

Item	**Cost**
Central Fire Station Roof	$210,000
Body Worn Cameras – PD	$163,000
Parks Investments	$150,000
Total	**$523,000**

CITY COMMISSION PRIORITIES:

Parks & Recreation

Table 6 – Total Parks & Rec Expenditures Across All Funds

Fund	Department	FY 2025-26 Allocation	Change
General	Recreation (depts. 751 & 755)	$430,005	
General	McGraft Park	$144,431	
General	Park Maintenance	$2,952,223	
General	Forestry	$49,352	
General Fund Dollars to Parks & Rec		**$3,576,011**	**6.69%**
Federal Grants	ARPA	$1,385,182	
Public Improvement	Capital Projects	$150,000	
Grants & Non-General Fund Dollars		**$1,535,182**	
Total dollars allocated to Parks & Rec		**$5,111,193**	**(1.7%)**

Investments in city parks continues to be a priority of the City Commission. These investments include reconstructing the ramp access at Kruse Park, installing an ADA accessible fishing area and rehabbing the bathroom at Hartshorn Launch Ramp and Park.

The Parks & Recreation team have worked closely with our partners at Muskegon Public Schools and the Boys and Girls Club to expand summer sports clubs/camps programs to complement what our partner organizations around the community are already doing. This coming summer, that includes offering an evening summer program at Hackley Middle School.

HISTORICAL REVENUE INFORMATION

Over the last decade, the City of Muskegon has seen a significant increase in General Fund revenues from just under $25 million in FY 2014-15 to more than $44 million in FY 2024-25 (our most recently audited numbers). This is an average annual increase of 5.5%. However, two years (FY 2021 & FY 2023) were far above average, with double-digit gains, and FY 2019 had 0.06% growth. After removing these high and low numbers, the average annual increase is closer to 4%. Please note that this FY will be closer to 2019 in terms of revenue growth.

Although our historic revenue growth figures are impressive, they look different when adjusted for inflation. Our FY 2024-25 revenue of $44,216,315 equals $32,552,403 in 2015 dollars, $11.6 million less, and represents a growth of about $7.7 million over those 10 years (when adjusted for inflation).

Staff highlights this information to temper expectations about what can be done with this additional revenue. We are moving in the right direction and are in a much better situation than many other communities. But when everything is considered, the City of Muskegon still has tight budgets and may not be as flexible as it might seem at first blush. Changes in the market, revenue fluctuations, and other unpredictable factors all point to continued reasons to be prudent in how funds are accounted for year to year.

Charts 4 and 5 below show the difference in growth curves between actual and constant dollars. Constant dollars are adjusted for inflation to reflect the true buying power of money over time, allowing for year-to-year comparisons.

Chart 4 – General Fund Revenues

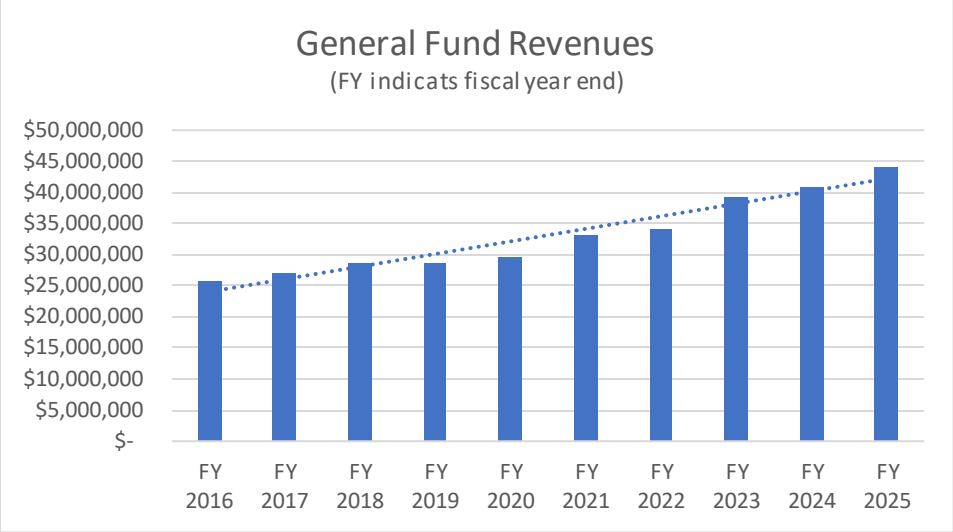
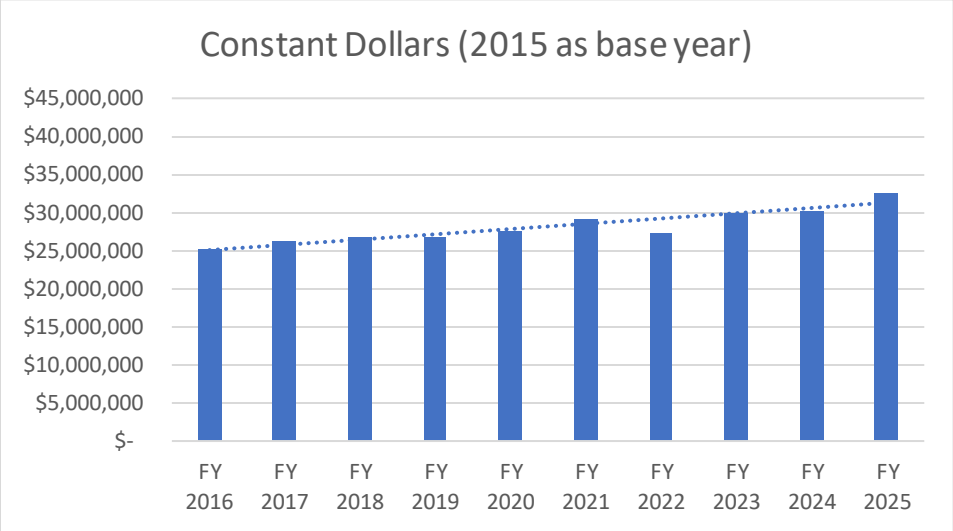


Chart 5 – General Fund Revenues in Constant Dollars



These revenue numbers also need to be considered relative to some factors that are primarily out of our control – pension administration, which is discussed above on page 7.

FUTURE REVENUE/EXPENSE PROJECTIONS

As part of our budget preparation, the city's senior staff reviews a basic 5-year projection to understand projected costs for pensions, salaries and benefits, and other expenses. This helps us assess the impact on our fund balances, which must remain around 13%.

As noted in the pension cost discussions on page 7, we have projections for those costs through FY 2031-32. We also assumed a 3.5% growth in General Fund revenues (slightly below our average), a 3.5% growth in salary and benefits, and a 0% increase in non-salary expenses for FY 2027-28, with slightly higher non-salary expenses in future fiscal years. Please keep in mind that FYs 2025, 2026, and 2027 saw overall reductions in non-salary costs. The projections also

consider when bond payments end and remove one-time revenues from this year's budget. Also note that OPEB payments are phased back in for FY 2027-28. With these assumptions, the 5-year budget projected in Table 7 is shown. You will note that we are projecting several small deficits, but in each case, we remain above the 13% fund balance requirement, and the $1.8 million budget stabilization fund is not used.

If one were to factor in the budget stabilization fund, our fund balance would stand around 20%.

Table 7 – Basic 5-year budget projection

	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
GF Rev	**$ 45,521,144**	**$ 47,114,384**	**$ 48,763,387**	**$ 50,470,106**	**$ 52,236,560**
GF Salary & Ben	$ 23,546,846	$ 25,004,986	$ 25,880,160	$ 26,785,966	$ 27,723,475
GF MERS	$ 5,020,925	$ 5,374,200	$ 5,889,000	$ 5,881,200	$ 5,413,200
GF non-Salary	$ 17,374,326	$ 17,174,326	$ 17,010,198	$ 17,095,249	$ 17,180,725
Total Exp.	**$ 45,942,097**	**$ 47,553,512**	**$ 48,779,358**	**$ 49,762,414**	**$ 50,317,399**
Difference	$ (420,953)	$ (439,128)	$ (15,970)	$ 707,692	$ 1,919,160
Surplus to 445	$ -	$ -		$ (353,846)	$ (479,790)
Projected Unrestricted FB	$ 6,871,363	$ 6,432,235	$ 6,416,265	$ 6,770,111	$ 8,689,271
Fund Balance Percent	15.54%	14.13%	14.10%	14.37%	17.82%

(Please keep in mind that this budget projection does not include any capital expenditures in the general fund or additional staffing. We have taken the previous year's unspent revenue (difference line) and added or subtracted it to/from the unrestricted fund balance to maintain our minimum fund balance.)

OTHER NOTES

Delayed Capital Projects

To present this year's budget, the staff decided to defer several capital projects, including:

- Replacing the roof at City Hall: $600,000
- Reconstruction of City Hall Parking: $100,000
- Trinity Health Arena Seating: $500,000+

Opportunities

Despite many national and international challenges and inflationary concerns, the City of Muskegon is well-positioned for the future. Dr. Paul Isley's (Associate Vice President for Academic Affairs at Grand Valley State University) 2026 economic forecast for Muskegon County projected that the community would weather current economic conditions better than many of our neighbors in West Michigan because of our local economy's diversification.

We are also on the cusp of several significant lakefront development projects that will bring additional investment, jobs, tourism, and public access to the city.

Furthermore, the city will continue to see significant economic investment in housing, both by the city and private developers. The city, continuing its own push in the housing market, will help increase home ownership for those who might not otherwise be able to afford a first home in the current environment.

Challenges

As pointed out in past budget messages, recruitment and retention of public safety personnel will again be front and center in the coming year as we compete with other municipalities for a shrinking pool of candidates. Public Safety Director Tim Kozal and his team are working to make Muskegon an attractive option for public safety professionals—this is about more than pay and benefits.

As also noted last year, uncertainty at the federal level remains a paramount concern going into the new fiscal year.

Economic uncertainty at the national and international levels could also impact the local economy. A drop in manufacturing production could negatively impact income tax revenues. A reduction in investment income could also affect the city's net position.

Questions about the future of Adelaide Point development's first phase weigh on the community.

Determining the best way to support and manage the growing unhoused population in the greater Muskegon Community will also be a challenge for the city and our neighbors in the following year.

Future Recommendation

To ensure our financial resources are aligned with the commission's most important goals and the city's needs, we recommend transitioning to a priority-based budgeting (PBB) model in future fiscal years. After staffing costs, contracts, pension administration, and other fixed costs are accounted for, the balance of funds are appropriated based on a priority basis for the coming fiscal year. PBB offers a more transparent, strategic, and flexible approach to budgeting, empowering the city to focus on outcomes that matter most in each fiscal year by adapting more effectively to changing fiscal environments. Adopting this approach will not only strengthen accountability and decision-making but also enhance our ability to deliver high-impact services in a way that is both fiscally responsible and forward-thinking.

Conclusion

Muskegon's finances are expected to remain healthy, but we still have several lean years ahead. Our current fiscal position results from the administration's strong long-term fiscal management (going back decades) and oversight of the Finance Department, which are in concert with the policies adopted by the City Commission.

With the hard work of staff throughout the city, we remain well-positioned as a leader in community development, urban revitalization, and tourism over the coming years, as long as we continue to focus on growing our population and tax base in sustainable, resilient, and equitable

ways. This proposed budget will help to maintain a strong and vibrant city that offers residents the best quality of life.

Respectfully Submitted

Jonathan C. Seyferth
City Manager

Kenneth D. Grant
Finance Director

BUDGET FAQs

1. **What is the budget?**

   The budget is the financial plan for the City of Muskegon. It details planned operating and capital expenditures. The budget document includes the appropriated/proposed expenditures for a given year and the projected means of funding them. In addition, a long-range financial plan is developed using the prior year's budget as the starting point. The budget document serves as a policy instrument, financial planning tool, operations guide, and communications device.

2. **What are the multi-digit codes on the left of each budget page?**

   Each budget category has a corresponding budget code, generally nine (9) digits long. The first three digits indicate the fund, the second set of three digits indicates the department, and the third set identifies the account. For example, 101-215-750 would be General Fund, City Clerk's Office (department), and then Capital Outlays (account).

3. **Is there a way to easily tell the difference between revenue and expense lines?**

   Yes! If the department code is 000 (second set of digits), that is a revenue line. Revenues are also presented at the beginning of each fund.

4. **Why do some revenue lines have 15 digits rather than the standard nine (9)?**

   Fifteen-digit codes represent a specific project that falls under a specific account.

5. **What information am I looking at in the four (4) budget columns in the Budget?**

Looking at those columns from left to right, you will see the most recently completed and audited fiscal year (in this case, FY 2023-24). This represents the total revenue, or the amount of money spent from that line item.

The next column to the left says “Amended Budget” for the current fiscal year. Generally, this amended budget is based on the 2nd Quarter forecast in mid-winter. This is how much the City Commission has authorized staff to spend in this budgeted account. From left to right, the third column is the activity in each account year to date. In this case, it is for activity through May XX, 2025. The last column represents the budget recommendation the staff is making to the commission for the upcoming fiscal year.

This information can help provide the City Commission and the public with a snapshot of where we were with our most recently audited numbers, the current approved (amended) budget, the current activity level, and next year’s recommendation. It’s a three-year snapshot of our budget on an account-to-account basis.

6. **How does the staff prepare the budget recommendations for the City Commission? What’s the team's process before presenting them to the Commission and the public?**

The city’s fiscal year is July 1 through June 30. The budget is developed and considered between January and June. Monitoring and adjustment of the budget occur throughout the year. The following is a typical calendar.

January:

- Special City Commission, fiscal year priorities

January – February:

- Review/prioritization of capital project plans (capital projects come from multiple funds across the organization, and some are supported by multiple funds).

March – April:

- Revenue Estimation (Finance & Administration Division/Manager’s Office)
- Fixed costs added to the budget
- Senior staff have discussions regarding budget priorities
- Department heads are provided with a budget number to allocate as they see fit into their various accounts and provided with context on the current budget situation, including any significant changes
- Budget meetings with each Division & Department Head to discuss budget requests

May:

- Budget Presentation & Public Hearing

June:

- Budget Adoption

Throughout this process, the City's senior staff is kept up to date on where things stand with the budget and budget priorities. Management also works to keep the commission up to date on changes in the budget environment.

The administration aims to present the budget in bite-sized pieces over several meetings to allow the Commission and the public time to understand the budget environment and the logic behind budget recommendations. The staff's goal is to adopt the budget at the first meeting in June. Budgets must be adopted by June 30 as the new Fiscal Year starts July 1.

7. **Does anyone other than the Commission and staff have involvement/input into the budget?**

   Yes! Multiple boards and committees, including The Downtown Development Authority (DDA), the Citizens District Council (CDC), the Lakeside Business Improvement District, the Muskegon County Wastewater Users Group, and the City of Muskegon Parks and Rec Board, provide input and recommendations to the budget.

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 101 GENERAL					
5400	OTHER EXPENSES	21,324.66			
101-000-402	PROPERTY TAX	7,246,381.80	7,600,000.00	6,749,754.45	8,008,000.00
101-000-432	IN LIEU OF TAX	197,375.86	197,000.00		215,000.00
101-000-436	PROPERTY TAX SANITATION	2,160,016.30	2,250,000.00	2,012,707.03	2,370,000.00
101-000-437	IFT/CFT TAX	244,381.17	253,000.00		253,000.00
101-000-438	INCOME TAX	13,024,300.93	13,500,000.00	11,658,519.44	14,000,000.00
101-000-439	MARIJUANA TAX	700,753.80	675,000.00	540,171.00	600,000.00
101-000-451	SPECIAL ASSESSMENTS	181,582.05	188,700.00	135,118.31	
101-000-476-004202	BUSINESS LICENSES & PERMITS	39,505.39	42,000.00	69,770.00	45,000.00
101-000-476-004217	SHORT TERM RENTALS	116,830.00	105,810.00	112,960.00	120,000.00
101-000-477	CABLE TV LICENSES OR FEES	266,262.28	234,000.00	117,762.30	200,000.00
101-000-478	LIQUOR LICENSES & TAX REBATE	46,281.95	66,000.00	43,383.30	60,000.00
101-000-480-004207	CEMETERY-BURIAL PERMITS	65,115.00	65,000.00	43,810.00	55,000.00
101-000-480-004649	CEMETERY-MISC. INCOME	23,457.74	25,000.00	12,436.79	20,000.00
101-000-480-004657	COLUMBARIUM NICHE	2,310.00	2,000.00	2,696.50	2,000.00
101-000-481	BUILDING PERMITS	1,405,005.63	1,350,000.00	1,123,556.16	1,100,000.00
101-000-482	ELECTRICAL PERMITS	192,563.81	220,000.00	193,215.00	175,000.00
101-000-483	PLUMBING PERMITS	139,707.75	250,000.00	227,239.50	200,000.00
101-000-484	HEATING PERMITS	131,080.19	161,000.00	149,997.96	161,000.00
101-000-485	DEVELOPMENT PERMIT FEE	5,430.00	4,000.00	3,710.00	4,000.00
101-000-486	RENTAL PROPERTY REGISTRATION	371,730.00	410,000.00	370,205.00	410,000.00
101-000-487	TEMPORARY LIQUOR LICENSE	4,810.00	5,000.00	2,560.00	5,000.00
101-000-488	MARIHUANA FACILITIES LICENSE	155,000.00	150,000.00	100,000.00	135,000.00
101-000-495	VACANT BUILDING FEE	700.00	10,000.00	(600.00)	10,000.00
101-000-502	FEDERAL GRANTS	788,724.04	418,089.00	359,226.46	457,910.00
101-000-540	STATE GRANTS	389,649.06	600,000.00	152,838.56	158,217.00
101-000-542	STATE REPLACEMENT REV FOR PPT	885,997.08	840,000.00	364,486.60	840,000.00
101-000-549	STATE CVTRS/EVIP PAYMENTS	1,398,221.00	1,510,000.00	725,741.00	1,450,000.00
101-000-569	STATE GRANTS OTHER		24,000.00	48,022.32	292,768.00
101-000-574	STATE SALES TAX CONSTITUTIONAL	3,971,908.00	3,925,000.00	2,018,608.00	3,780,000.00
101-000-603	CITY SERVICE FOR ENTERPRISE FUND	557,046.00	575,427.00	479,522.60	594,416.00
101-000-604	TAX COLLECTION FEE	480,373.74	485,000.00	456,679.70	535,000.00
101-000-606-004604	GARBAGE COLLECTION	86,095.36	95,000.00	77,645.13	90,000.00
101-000-607-004759	STORM WATER FEES	14,000.00	19,000.00	20,000.00	16,000.00
101-000-608	COURT FEES	56,168.41	65,000.00	34,731.38	65,000.00
101-000-614-004617	REIMBURSEMENT INCOME	600.00	6,500.00	350.00	
101-000-615-004615	POLICE DEPARTMENT INCOME	103,477.68	87,500.00	55,866.84	87,500.00
101-000-615-004648	FALSE ALARM FEES/POLICE	6,495.00	6,500.00	3,900.00	6,500.00
101-000-615-004806	BIKE/PROPERTY AUCTIONS-POLICE	393.65	1,000.00	12,216.77	5,000.00
101-000-616	FIRE PROTECTION-STATE PROP	96,111.80	97,000.00	96,892.51	97,000.00
101-000-617	ZONING & ENCROACHMENT FEES	45,780.00	35,000.00	9,700.00	15,000.00
101-000-618-004622	MISC. CLERK FEES	1,790.10	3,000.00	1,244.24	2,000.00
101-000-618-004634	PASSPORTS	65,390.00	80,000.00	49,065.00	70,000.00
101-000-620-004619	MISC. SALES AND SERVICES	22,817.98	20,000.00	32,373.33	35,000.00
101-000-620-004660	MISC RECREATION INCOME	64,430.34	34,000.00	9,433.56	15,000.00
101-000-626-004631	REIMBURSEMENT SCHOOL OFFICER	69,321.79	81,000.00	73,989.28	81,000.00
101-000-626-004659	CODE ENFORCEMENT LABOR	26,509.00	45,000.00	53,084.00	45,000.00
101-000-629	REIMBURSEMENT ELECTIONS	102,514.95	5,200.00	5,118.24	180,000.00
101-000-630	INDIRECT COST ALLOCATION	2,134,808.04	2,116,735.00	1,763,945.70	2,317,192.00
101-000-631	PROCUREMENT CARD REBATE	62,718.13	70,000.00		65,000.00
101-000-633	SPECIAL EVENTS REIMBURSEMENT	55,247.60	70,000.00	66,984.96	70,000.00
101-000-633-092031	SPECIAL EVENTS REIMBURSEMENT				20,000.00
101-000-634	CEMETERY SALE OF LOTS	32,090.00	30,000.00	23,458.13	25,000.00
101-000-636	REIMBURSEMENT LOT CLEAN UP	5,850.00			
101-000-640	TAX ABATEMENT APPLICATION FEES	7,250.00	8,500.00	11,022.00	8,500.00
101-000-642-004654	FIRE RESPONSE FEE	2,530.00	2,500.00	2,085.00	2,500.00
101-000-643-004625	MISC. TREAS. FEES	58,415.64	60,000.00	18,729.69	60,000.00
101-000-643-004818	RECOVERY OF BAD DEBT	761.26		(761.26)	
101-000-645	FISHERMANS LANDING REIMBURSEMENT	26,091.38	26,000.00	33,853.75	28,000.00
101-000-647-004635	START UP CHARGE/REFUSE	6,875.00	7,000.00	5,510.00	7,000.00
101-000-647-004636	REFUSE BAG & BULK SALES	42,780.30	40,000.00	35,889.00	43,000.00
101-000-647-004638	MISC. SALES CHARGE/REFUSE	550,774.78	543,000.00	461,739.80	618,000.00
101-000-651	ADMINISTRATION FEES	325,500.00	336,241.00	280,200.80	347,337.00
101-000-652-004655	PAID PARKING - BEACH	1,075,325.08	1,300,000.00	682,120.00	1,300,000.00
101-000-656	TRAFFIC FINES & FEES	320,335.81	350,000.00	276,830.65	350,000.00
101-000-657-004202	DELINQUENT FEES	4,300.00	5,000.00	2,000.00	5,000.00
101-000-657-004702	DELINQUENT FEES	25,949.38	23,000.00	30,214.61	23,000.00
101-000-657-004704	PENALTIES/INTEREST/FINES	21,622.48	20,000.00	18,457.63	22,000.00
101-000-657-004706	LATE FEE ON INVOICES OVER 45 DAY		2,000.00		

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 101 GENERAL					
101-000-657-004708	LATE FEE ON RENTAL REGISTRATION	27,433.00	35,000.00	11,485.00	10,000.00
101-000-657-004751	CIVIL INFRACTIONS	18,785.00	20,000.00	12,495.00	18,500.00
101-000-657-004802	REIMB:DEMOS AND BOARD-UPS	23,140.20	10,000.00	3,919.00	5,000.00
101-000-657-004803	CDBG PROGRAM REIMBURSEMENTS	232,807.84	200,000.00	200,000.00	180,000.00
101-000-659-004656	SITE PLAN REVIEW	8,750.00	9,000.00	5,150.00	7,000.00
101-000-659-004658	IMPOUND FEES	26,850.00	30,000.00	20,777.45	25,000.00
101-000-659-004679	CODE ENFORCEMENT ADMIN	17,740.00	30,000.00	20,600.00	25,000.00
101-000-665-004701	INCOME TAX-PENALTY & INTEREST	294,018.62	275,000.00	233,279.87	298,000.00
101-000-665-004703	INTEREST/LATE INVOICES	6,162.67		451.79	1,000.00
101-000-665-004970	INTEREST INCOME	1,031,580.14	900,000.00	432,449.46	800,000.00
101-000-667-004669	PARK RENTALS	47,297.40	65,000.00	60,396.11	70,000.00
101-000-667-004670	PICNIC SHELTER	5,205.00	3,000.00	50.00	
101-000-667-004671	MCGRAFT PARK	109,740.00	126,000.00	126,003.63	126,000.00
101-000-667-004673	RENTAL - CENTRAL DISPATCH	340,930.72	465,100.00	388,030.90	465,636.00
101-000-667-004674	RENTAL - CITY HALL	30,647.89	59,000.00	49,725.00	60,565.00
101-000-669	GAIN ON INVESTMENT	324,689.75	200,000.00	108,317.24	200,000.00
101-000-671	LAND LEASE BILLBOARDS	12,000.00	12,000.00	4,000.00	12,000.00
101-000-674-004805	CONTRIBUTIONS	18,210.31	55,000.00	42,254.11	40,000.00
101-000-674-004821	CONTRIBUTIONS/GRANTS	136,861.15	15,800.00	17,970.27	30,000.00
101-000-674-004825	CONTRIBUTIONS - VETERAN'S PARK M	24,673.05	50,000.00	13,876.78	50,000.00
101-000-674-004828	DONATION - POLICE DEPT	15,862.62	3,500.00	1,271.79	3,500.00
101-000-675	COMMUNITY FOUNDATION GRANT - MCG	11,365.53	11,500.00	13,531.98	14,000.00
101-000-677-004808	SALE OF PROPERTY AND EQUIPMENT	76.78			
101-000-681	DOWNTOWN SOCIAL DISTRICT	2,758.87	2,800.00	1,500.00	2,800.00
101-000-683-004820	MARIHUANA CONTRIBUTIONS	1,100.00	1,000.00	100.00	
101-000-684-004800	MISC. & SUNDRY	288,658.40	200,000.00	157,115.77	220,000.00
101-000-692-004661	LEASE GREAT LAKES NAVAL MEMORIAL		10,000.00		15,000.00
101-000-699-200000	OP. TRANS FROM SPECIAL REVENUE	265,357.00	274,634.00		284,303.00
101-000-699-300000	OP. TRANS FROM DEBT SERVICE	180,000.04	180,000.00	41,666.70	180,000.00
101-000-699-400000	OP. TRANS FROM CAPITAL PROJECTS	34,663.22			
101-000-699-800000	OPERATING TRANSFERS IN PERPETUAL		440,440.00		
Total Department :		**44,229,662.05**	**45,515,476.00**	**34,488,406.57**	**45,521,144.00**
CITY COMMISSION					
5100	SALARIES & BENEFITS	87,590.34	88,156.00	73,214.63	93,872.00
5300	CONTRACTUAL SERVICES	37,884.11	33,180.00	21,546.83	28,815.00
5200	SUPPLIES	14,207.47	19,190.00	21,372.36	20,552.00
5400	OTHER EXPENSES	7,512.68	8,000.00	7,763.98	11,000.00
5700	CAPITAL OUTLAYS	1,354.73	5,100.00	1,527.70	4,680.00
Total Department CITY COMMISSION:		**(148,549.33)**	**(153,626.00)**	**(125,425.50)**	**(158,919.00)**
CITY PROMOTIONS & PUBLIC RELATIONS					
5300	CONTRACTUAL SERVICES	89,491.62	85,073.00	75,312.46	87,150.00
5200	SUPPLIES	12,752.03	13,900.00	13,836.08	24,100.00
5400	OTHER EXPENSES	920.62	2,500.00	1,741.71	4,000.00
Total Department CITY PROMOTIONS & PUBLIC RELATI		**(103,164.27)**	**(101,473.00)**	**(90,890.25)**	**(115,250.00)**
MANAGERS OFFICE					
5100	SALARIES & BENEFITS	724,990.90	779,433.00	603,867.16	789,666.00
5300	CONTRACTUAL SERVICES	135,579.95	91,025.00	103,185.10	50,654.00
5200	SUPPLIES	11,592.19	11,430.00	11,878.33	7,500.00
5400	OTHER EXPENSES	16,620.08	22,190.00	13,608.34	17,100.00
5700	CAPITAL OUTLAYS	9,935.06	18,300.00	8,901.89	10,400.00
Total Department MANAGERS OFFICE:		**(898,718.18)**	**(922,378.00)**	**(741,440.82)**	**(875,320.00)**
FINANCE ADMINSTRATION					
5100	SALARIES & BENEFITS	736,372.25	810,508.00	587,695.60	754,368.00
5300	CONTRACTUAL SERVICES	94,656.44	99,400.00	84,470.67	105,000.00
5200	SUPPLIES	3,880.80	4,000.00	2,176.42	3,700.00
5400	OTHER EXPENSES	1,825.48	2,650.00	1,277.57	6,750.00
5700	CAPITAL OUTLAYS	8,052.26	22,500.00	7,218.11	7,088.00
Total Department FINANCE ADMINSTRATION:		**(844,787.23)**	**(939,058.00)**	**(682,838.37)**	**(876,906.00)**
PENSION ADMINISTRATION					
5100	SALARIES & BENEFITS	3,886,523.76	4,522,748.00	3,766,897.10	5,020,925.00
Total Department PENSION ADMINISTRATION:		**(3,886,523.76)**	**(4,522,748.00)**	**(3,766,897.10)**	**(5,020,925.00)**
INCOME TAX					
5100	SALARIES & BENEFITS	421,839.34	425,389.00	330,245.93	444,293.00
5300	CONTRACTUAL SERVICES	162,235.93	161,483.00	114,395.83	162,075.00
5200	SUPPLIES	25,825.41	19,500.00	19,864.10	20,500.00

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 101 GENERAL					
INCOME TAX					
5400	OTHER EXPENSES	56.69	2,500.00	259.95	800.00
5700	CAPITAL OUTLAYS	5,243.99	1,000.00	1,994.34	4,425.00
Total Department INCOME TAX:		**(615,201.36)**	**(609,872.00)**	**(466,760.15)**	**(632,093.00)**
CITY CLERK					
5100	SALARIES & BENEFITS	634,850.71	595,279.00	519,910.15	579,868.00
5300	CONTRACTUAL SERVICES	45,377.57	100,953.00	73,453.81	82,650.00
5200	SUPPLIES	78,154.75	88,900.00	74,816.71	94,600.00
5400	OTHER EXPENSES	4,934.50	8,900.00	6,475.35	11,600.00
5700	CAPITAL OUTLAYS	67,976.61	6,050.00	4,954.88	23,417.00
Total Department CITY CLERK:		**(831,294.14)**	**(800,082.00)**	**(679,610.90)**	**(792,135.00)**
INFORMATION SYSTEMS ADMINISTRATION					
5100	SALARIES & BENEFITS	542,010.05	610,248.00	457,254.96	534,877.00
5300	CONTRACTUAL SERVICES	231,762.11	157,270.00	149,699.14	225,270.00
5200	SUPPLIES	601.35	2,250.00	26.99	750.00
5400	OTHER EXPENSES	1,935.53	15,600.00	52.16	15,000.00
5700	CAPITAL OUTLAYS	88,438.61	141,200.00	153,362.74	106,750.00
Total Department INFORMATION SYSTEMS ADMINISTRAT		**(864,747.65)**	**(926,568.00)**	**(760,395.99)**	**(882,647.00)**
CONTINGENCY					
5400	OTHER EXPENSES	39,136.91			
Total Department CONTINGENCY:		**(39,136.91)**	**0.00**	**0.00**	**0.00**
CONTRIBUTIONS					
5300	CONTRACTUAL SERVICES	462,564.71	358,936.00	245,479.57	554,232.00
Total Department CONTRIBUTIONS:		**(462,564.71)**	**(358,936.00)**	**(245,479.57)**	**(554,232.00)**
CITY TREASURER					
5100	SALARIES & BENEFITS	499,760.21	576,859.00	395,340.62	600,146.00
5300	CONTRACTUAL SERVICES	74,794.50	84,458.00	51,325.31	89,600.00
5200	SUPPLIES	86,208.53	147,750.00	98,517.22	150,400.00
5400	OTHER EXPENSES	3,032.36	3,500.00	1,137.00	5,800.00
5700	CAPITAL OUTLAYS	3,975.79	4,900.00	2,141.81	4,750.00
Total Department CITY TREASURER:		**(667,771.39)**	**(817,467.00)**	**(548,461.96)**	**(850,696.00)**
CITY ASSESSOR					
5100	SALARIES & BENEFITS	2,655.39	3,000.00	2,913.97	3,000.00
5300	CONTRACTUAL SERVICES	456,576.05	448,000.00	336,057.94	460,000.00
5400	OTHER EXPENSES	120.00		455.37	
Total Department CITY ASSESSOR:		**(459,351.44)**	**(451,000.00)**	**(339,427.28)**	**(463,000.00)**
CITY HALL MAINTENANCE					
5100	SALARIES & BENEFITS	197,336.79	213,021.00	170,762.42	236,412.00
5300	CONTRACTUAL SERVICES	250,303.89	271,128.00	218,120.78	304,875.00
5200	SUPPLIES	30,584.92	28,600.00	13,658.64	28,600.00
5700	CAPITAL OUTLAYS	48,266.55	20,000.00	27,561.95	28,000.00
Total Department CITY HALL MAINTENANCE:		**(526,492.15)**	**(532,749.00)**	**(430,103.79)**	**(597,887.00)**
CITY ATTORNEY					
5300	CONTRACTUAL SERVICES	622,307.91	450,000.00	496,298.63	436,800.00
5200	SUPPLIES	1,391.00		1,126.00	
Total Department CITY ATTORNEY:		**(623,698.91)**	**(450,000.00)**	**(497,424.63)**	**(436,800.00)**
CIVIL SERVICE					
5100	SALARIES & BENEFITS	99,213.04	101,335.00	79,842.84	124,072.00
5300	CONTRACTUAL SERVICES	191,949.51	224,703.00	184,090.99	198,200.00
5200	SUPPLIES	1,102.58	2,750.00	1,158.74	2,550.00
5400	OTHER EXPENSES	13,790.03	51,600.00	16,457.94	30,400.00
5700	CAPITAL OUTLAYS	1,637.34			
Total Department CIVIL SERVICE:		**(307,692.50)**	**(380,388.00)**	**(281,550.51)**	**(355,222.00)**
INSURANCE SERVICES					
5300	CONTRACTUAL SERVICES	653,399.54	411,229.00	444,535.10	444,535.00
Total Department INSURANCE SERVICES:		**(653,399.54)**	**(411,229.00)**	**(444,535.10)**	**(444,535.00)**
POLICE DEPARTMENT					
5100	SALARIES & BENEFITS	10,781,980.69	12,161,900.00	8,970,756.24	11,661,327.00
5300	CONTRACTUAL SERVICES	1,363,595.51	1,400,019.00	1,311,914.23	1,409,929.00
5200	SUPPLIES	160,313.52	115,400.00	110,604.56	120,701.00
5400	OTHER EXPENSES	117,456.81	115,317.00	87,000.77	107,230.00
5700	CAPITAL OUTLAYS	82,037.77	35,730.00	43,955.23	80,626.00

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 101 GENERAL					
POLICE DEPARTMENT					
Total Department	**POLICE DEPARTMENT:**	**(12,505,384.30)**	**(13,828,366.00)**	**(10,524,231.03)**	**(13,379,813.00)**
FIRE DEPARTMENT					
5100	SALARIES & BENEFITS	3,914,983.93	4,602,127.00	3,592,305.82	4,908,194.00
5300	CONTRACTUAL SERVICES	201,034.00	241,902.00	294,042.96	256,999.00
5200	SUPPLIES	228,924.73	184,213.00	177,342.01	192,543.00
5400	OTHER EXPENSES	27,017.16	32,050.00	12,836.68	27,500.00
5700	CAPITAL OUTLAYS	97,572.73	37,328.00	13,080.34	94,097.00
5900	OTHER FINANCING USES	456,799.64	461,718.00	304,471.76	241,654.00
Total Department	**FIRE DEPARTMENT:**	**(4,926,332.19)**	**(5,559,338.00)**	**(4,394,079.57)**	**(5,720,987.00)**
NEW CENTRAL FIRE STATION					
5300	CONTRACTUAL SERVICES	121,397.18	111,842.00	120,190.49	122,000.00
Total Department	**NEW CENTRAL FIRE STATION:**	**(121,397.18)**	**(111,842.00)**	**(120,190.49)**	**(122,000.00)**
BUILDING INSPECTIONS					
5300	CONTRACTUAL SERVICES	2,226,218.02	2,028,655.00	1,926,326.75	2,156,436.00
5200	SUPPLIES	2,226.08		310.85	320.00
5700	CAPITAL OUTLAYS	912.00		700.00	
Total Department	**BUILDING INSPECTIONS:**	**(2,229,356.10)**	**(2,028,655.00)**	**(1,927,337.60)**	**(2,156,756.00)**
COMMUNITY EVENT SUPPORT/DOWNTOWN BID					
5100	SALARIES & BENEFITS	29,938.51	39,093.00	29,445.94	48,591.00
5300	CONTRACTUAL SERVICES	70,067.96	51,390.00	33,339.38	64,665.00
5200	SUPPLIES			117.87	
Total Department	**COMMUNITY EVENT SUPPORT/DOWNTOW**	**(100,006.47)**	**(90,483.00)**	**(62,903.19)**	**(113,256.00)**
STREET LIGHTING					
5300	CONTRACTUAL SERVICES	394,979.87	370,000.00	287,810.28	360,000.00
Total Department	**STREET LIGHTING:**	**(394,979.87)**	**(370,000.00)**	**(287,810.28)**	**(360,000.00)**
SANITATION					
5100	SALARIES & BENEFITS	44,938.06	35,970.00	29,600.03	42,302.00
5300	CONTRACTUAL SERVICES	2,781,560.55	2,804,531.00	1,828,943.33	3,003,781.00
5200	SUPPLIES	13,907.92	15,000.00	11,218.51	15,000.00
Total Department	**SANITATION:**	**(2,840,406.53)**	**(2,855,501.00)**	**(1,869,761.87)**	**(3,061,083.00)**
STORM WATER MANAGEMENT					
5300	CONTRACTUAL SERVICES	13,632.27	23,750.00	20,909.05	17,000.00
Total Department	**STORM WATER MANAGEMENT:**	**(13,632.27)**	**(23,750.00)**	**(20,909.05)**	**(17,000.00)**
CEMETERIES					
5100	SALARIES & BENEFITS	134,647.69	176,067.00	84,466.96	131,409.00
5300	CONTRACTUAL SERVICES	397,850.89	406,559.00	298,864.96	421,715.00
5200	SUPPLIES	19,401.02	20,967.00	16,521.07	19,650.00
5400	OTHER EXPENSES	339.50	500.00	529.88	550.00
5700	CAPITAL OUTLAYS	1.48	524.00	3,099.27	23,000.00
Total Department	**CEMETERIES:**	**(552,240.58)**	**(604,617.00)**	**(403,482.14)**	**(596,324.00)**
PLANNING					
5100	SALARIES & BENEFITS	811,204.66	829,663.00	617,914.77	826,653.00
5300	CONTRACTUAL SERVICES	308,417.32	250,826.00	211,607.12	226,300.00
5200	SUPPLIES	15,468.26	21,500.00	12,024.65	15,000.00
5400	OTHER EXPENSES	18,033.60	21,000.00	17,647.78	20,000.00
5700	CAPITAL OUTLAYS	19,090.37	14,500.00	5,669.59	10,400.00
101-701-684	MISC. & SUNDRY			(56.35)	
Total Department	**PLANNING:**	**(1,172,214.21)**	**(1,137,489.00)**	**(864,920.26)**	**(1,098,353.00)**
RECREATION					
5100	SALARIES & BENEFITS	272,530.43	260,711.00	208,431.60	304,921.00
5300	CONTRACTUAL SERVICES	79,125.01	90,836.00	66,083.84	90,608.00
5200	SUPPLIES	31,171.55	29,000.00	26,977.76	22,610.00
5400	OTHER EXPENSES	793.86	1,582.00	2,580.33	2,500.00
5700	CAPITAL OUTLAYS	5,730.00	5,600.00	6,494.99	7,800.00
Total Department	**RECREATION:**	**(389,350.85)**	**(387,729.00)**	**(310,568.52)**	**(428,439.00)**
MC GRAFT PARK					
5100	SALARIES & BENEFITS	17,027.81	40,000.00	35,492.14	27,833.00
5300	CONTRACTUAL SERVICES	83,357.73	89,515.00	73,058.48	104,765.00
5200	SUPPLIES	12,325.12	9,200.00	2,121.62	9,500.00
5700	CAPITAL OUTLAYS	8,335.00		297.50	1,000.00
Total Department	**MC GRAFT PARK:**	**(121,045.66)**	**(138,715.00)**	**(110,969.74)**	**(143,098.00)**

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 101 GENERAL					
PARKS MAINTENANCE					
5100	SALARIES & BENEFITS	1,066,261.97	1,061,340.00	824,612.85	1,077,048.00
5300	CONTRACTUAL SERVICES	1,589,443.12	1,594,476.00	1,268,854.92	1,631,336.00
5200	SUPPLIES	156,264.40	173,179.00	128,534.65	170,279.00
5400	OTHER EXPENSES	4,783.80	3,000.00	3,356.27	3,000.00
5700	CAPITAL OUTLAYS	26,352.82	21,500.00	20,343.58	21,500.00
Total Department PARKS MAINTENANCE:		**(2,843,106.11)**	**(2,853,495.00)**	**(2,245,702.27)**	**(2,903,163.00)**
FORESTRY					
5100	SALARIES & BENEFITS	1,675.36	4,957.00	8,355.31	3,827.00
5300	CONTRACTUAL SERVICES	18,463.24	42,285.00	19,717.20	37,000.00
5200	SUPPLIES	6,612.38	5,650.00	4,975.72	5,400.00
5400	OTHER EXPENSES	29.99	1,558.00	1,558.00	1,600.00
5700	CAPITAL OUTLAYS	1,524.07	1,525.00		1,525.00
Total Department FORESTRY:		**(28,305.04)**	**(55,975.00)**	**(34,606.23)**	**(49,352.00)**
PAID BEACH PARKING					
5100	SALARIES & BENEFITS	286,045.45	359,518.00	244,239.95	357,167.00
5300	CONTRACTUAL SERVICES	232,745.29	91,196.00	134,682.62	130,600.00
5200	SUPPLIES	3,470.10	13,275.00	4,701.68	5,900.00
Total Department PAID BEACH PARKING:		**(522,260.84)**	**(463,989.00)**	**(383,624.25)**	**(493,667.00)**
SOCIAL DISTRICT					
5300	CONTRACTUAL SERVICES	10,826.30	5,000.00	110.00	
5200	SUPPLIES	1,500.00			
Total Department SOCIAL DISTRICT:		**(12,326.30)**	**(5,000.00)**	**(110.00)**	**0.00**
CAPITAL PROJECTS					
5100	SALARIES & BENEFITS	8,877.64		1,602.87	
5300	CONTRACTUAL SERVICES	875,595.56	337,000.00	422,318.17	352,000.00
5200	SUPPLIES	13,171.30			
5700	CAPITAL OUTLAYS	28,457.66			
Total Department CAPITAL PROJECTS:		**(926,102.16)**	**(337,000.00)**	**(423,921.04)**	**(352,000.00)**
DEBT SERVICE					
5300	CONTRACTUAL SERVICES			825.00	
5900	OTHER FINANCING USES	1,076,947.39	1,067,123.00	1,067,670.71	1,055,083.00
Total Department DEBT SERVICE:		**(1,076,947.39)**	**(1,067,123.00)**	**(1,068,495.71)**	**(1,055,083.00)**
TRANSFERS TO OTHER FUNDS					
5900	OTHER FINANCING USES	1,362,920.04	1,007,000.00	166,666.70	835,156.00
Total Department TRANSFERS TO OTHER FUNDS:		**(1,362,920.04)**	**(1,007,000.00)**	**(166,666.70)**	**(835,156.00)**
Fund 101 - GENERAL:					
TOTAL ESTIMATED REVENUES		44,250,986.71	45,515,476.00	34,488,350.22	45,521,144.00
TOTAL APPROPRIATIONS		44,092,732.22	45,303,641.00	35,321,475.51	45,942,097.00
NET OF REVENUES & APPROPRIATIONS:		158,254.49	211,835.00	(833,125.29)	(420,953.00)
BEG. FUND BALANCE - ALL FUNDS		7,789,218.85	7,947,473.34	7,947,473.34	7,947,473.34
END FUND BALANCE - ALL FUNDS		7,947,473.34	8,159,308.34	7,114,348.05	7,526,520.34

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 151 CEMETERY TRUST FUND					
151-000-480-004649	CEMETERY-MISC. INCOME	33,235.00		22,063.12	25,000.00
151-000-665-004970	INTEREST INCOME	5,789.41		3,589.06	3,000.00
151-000-669	GAIN ON INVESTMENTS	206,030.07			200,000.00
Total Department :		**245,054.48**	**0.00**	**25,652.18**	**228,000.00**
Fund 151 - CEMETERY TRUST FUND:					
TOTAL ESTIMATED REVENUES		245,054.48	0.00	25,652.18	228,000.00
TOTAL APPROPRIATIONS		0.00	0.00	0.00	0.00
NET OF REVENUES & APPROPRIATIONS:		245,054.48	0.00	25,652.18	228,000.00
BEG. FUND BALANCE		2,503,108.91	2,748,163.39	2,748,163.39	2,748,163.39
END FUND BALANCE		2,748,163.39	2,748,163.39	2,773,815.57	2,976,163.39

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 202 MAJOR STREETS					
202-000-502	FEDERAL GRANTS	748,530.00			
202-000-540	STATE GRANTS	231,588.89			2,466,703.00
202-000-546	STATE RECEIPT MAJORS	5,119,277.72	5,177,958.00	3,346,077.20	6,000,000.00
202-000-581	LRP LOCAL ROADS PROGRAM	80,071.60	80,000.00	53,445.08	80,000.00
202-000-620-004619	MISC. SALES AND SERVICES	556.00			
202-000-665-004970	INTEREST INCOME	32,838.12	20,000.00	12,829.65	10,000.00
202-000-684-004800	MISC. & SUNDRY	530.84			
202-000-699-400000	OP. TRANS FROM CAPITAL PROJECTS	13,019.87			
Total Department :		**6,226,413.04**	**5,277,958.00**	**3,412,351.93**	**8,556,703.00**
ROUTINE MAINTENANCE					
5100	SALARIES & BENEFITS	265,715.61	318,183.00	173,970.11	438,184.00
5300	CONTRACTUAL SERVICES	368,704.53	407,205.00	282,220.66	361,579.00
5200	SUPPLIES	104,823.88	223,500.00	(12,292.35)	223,200.00
5400	OTHER EXPENSES	1,539.72	2,000.00	1,891.33	3,000.00
5700	CAPITAL OUTLAYS			99,611.53	26,083.00
Total Department ROUTINE MAINTENANCE:		**(740,783.74)**	**(950,888.00)**	**(545,401.28)**	**(1,052,046.00)**
WINTER MAINTENANCE					
5100	SALARIES & BENEFITS	118,668.29	156,196.00	172,466.70	129,951.00
5300	CONTRACTUAL SERVICES	169,134.50	225,500.00	262,925.03	225,000.00
5200	SUPPLIES	131,317.17	301,000.00	305,012.38	250,000.00
Total Department WINTER MAINTENANCE:		**(419,119.96)**	**(682,696.00)**	**(740,404.11)**	**(604,951.00)**
TRAFFIC SIGNALS					
5200	SUPPLIES	51.71			
Total Department TRAFFIC SIGNALS:		**(51.71)**	**0.00**	**0.00**	**0.00**
TRAFFIC SERVICES					
5100	SALARIES & BENEFITS	69,763.39	67,257.00	71,014.77	89,963.00
5300	CONTRACTUAL SERVICES	85,616.84	94,000.00	95,173.36	120,000.00
5200	SUPPLIES	52,067.79	52,500.00	28,393.77	56,000.00
5400	OTHER EXPENSES	219.87		939.88	1,000.00
Total Department TRAFFIC SERVICES:		**(207,667.89)**	**(213,757.00)**	**(195,521.78)**	**(266,963.00)**
DRAINAGE MAINTENANCE					
5100	SALARIES & BENEFITS	6,170.54	16,507.00	21,389.39	12,665.00
5300	CONTRACTUAL SERVICES	6,476.46	20,500.00	19,047.99	25,500.00
5200	SUPPLIES	14,120.28	23,000.00	17,391.03	28,000.00
Total Department DRAINAGE MAINTENANCE:		**(26,767.28)**	**(60,007.00)**	**(57,828.41)**	**(66,165.00)**
MISCELLANEOUS EXPENSES					
5400	OTHER EXPENSES	3,420.23			
Total Department MISCELLANEOUS EXPENSES:		**(3,420.23)**	**0.00**	**0.00**	**0.00**
ADMINISTRATION & RECORDKEEPING					
5300	CONTRACTUAL SERVICES	582,771.96	711,642.00	593,035.00	625,376.00
Total Department ADMINISTRATION & RECORDKEEPING:		**(582,771.96)**	**(711,642.00)**	**(593,035.00)**	**(625,376.00)**
LEAVES & BENEFITS					
5100	SALARIES & BENEFITS	345,652.20	339,985.00	309,763.87	342,790.00
5300	CONTRACTUAL SERVICES	2,832.45	3,000.00	2,684.08	3,500.00
Total Department LEAVES & BENEFITS:		**(348,484.65)**	**(342,985.00)**	**(312,447.95)**	**(346,290.00)**
CAPITAL PROJECTS					
5100	SALARIES & BENEFITS	76.33			
5300	CONTRACTUAL SERVICES	2,424,521.40	5,069,976.00	3,033,232.17	7,849,295.00
Total Department CAPITAL PROJECTS:		**(2,424,597.73)**	**(5,069,976.00)**	**(3,033,232.17)**	**(7,849,295.00)**
TRANSFERS TO OTHER FUNDS					
5900	OTHER FINANCING USES	2,200,000.00	490,000.00		625,000.00
Total Department TRANSFERS TO OTHER FUNDS:		**(2,200,000.00)**	**(490,000.00)**	**0.00**	**(625,000.00)**
Fund 202 - MAJOR STREETS:					
TOTAL ESTIMATED REVENUES		6,226,413.04	5,277,958.00	3,412,351.93	8,556,703.00
TOTAL APPROPRIATIONS		6,953,665.15	8,521,951.00	5,477,870.70	11,436,086.00
NET OF REVENUES & APPROPRIATIONS:		(727,252.11)	(3,243,993.00)	(2,065,518.77)	(2,879,383.00)
BEG. FUND BALANCE		5,693,398.88	4,966,146.77	4,966,146.77	4,966,146.77
END FUND BALANCE		4,966,146.77	1,722,153.77	2,900,628.00	2,086,763.77

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 203 LOCAL STREETS					
203-000-492	TELECOM FRANCHISE FEES	212,099.13	175,000.00		175,000.00
203-000-553	STATE RECEIPT LOCAL	1,384,866.94	1,424,255.00	895,454.50	1,600,000.00
203-000-581	LRP LOCAL ROADS PROGRAM	22,024.44	20,000.00	14,684.58	20,000.00
203-000-657-004802	REIMB:SERVICES RENDERED	1,382.75		7,453.50	
203-000-657-004803	CDBG PROGRAM REIMBURSEMENTS	10,000.00			
203-000-665-004970	INTEREST INCOME	229.93		1,668.86	1,000.00
203-000-684-004800	MISC. & SUNDRY	111.97		3,104.00	
203-000-699-100000	OP. TRANS FROM GENERAL FUND	92,000.00			
203-000-699-200000	OP. TRANS FROM SPECIAL REVENUE	2,200,000.00	490,000.00		625,000.00
Total Department :		**3,922,715.16**	**2,109,255.00**	**922,365.44**	**2,421,000.00**
ROUTINE MAINTENANCE					
5100	SALARIES & BENEFITS	338,036.64	407,259.00	273,696.94	660,538.00
5300	CONTRACTUAL SERVICES	332,916.46	307,984.00	314,936.53	357,071.00
5200	SUPPLIES	150,898.42	117,100.00	64,116.53	117,500.00
5400	OTHER EXPENSES	570.93	1,000.00	359.00	1,000.00
5700	CAPITAL OUTLAYS		75,000.00	74,098.90	2,392.00
Total Department ROUTINE MAINTENANCE:		**(822,422.45)**	**(908,343.00)**	**(727,207.90)**	**(1,138,501.00)**
WINTER MAINTENANCE					
5100	SALARIES & BENEFITS	100,694.93	117,167.00	172,737.78	190,803.00
5300	CONTRACTUAL SERVICES	152,317.13	260,000.00	278,236.79	260,000.00
5200	SUPPLIES	34,071.80	40,000.00	58,342.00	45,000.00
Total Department WINTER MAINTENANCE:		**(287,083.86)**	**(417,167.00)**	**(509,316.57)**	**(495,803.00)**
PAVEMENT SPALL & POT HOLE REPAIR					
5300	CONTRACTUAL SERVICES	374.08			
Total Department PAVEMENT SPALL & POT HOLE REPAI		**(374.08)**	**0.00**	**0.00**	**0.00**
TRAFFIC SERVICES					
5100	SALARIES & BENEFITS	4,006.75	4,941.00	574.05	
5300	CONTRACTUAL SERVICES	1,358.89	1,500.00	1,466.00	2,000.00
5200	SUPPLIES	502.31	2,000.00	241.67	2,000.00
Total Department TRAFFIC SERVICES:		**(5,867.95)**	**(8,441.00)**	**(2,281.72)**	**(4,000.00)**
DRAINAGE MAINTENANCE					
5100	SALARIES & BENEFITS	46,318.52	54,766.00	56,680.88	68,313.00
5300	CONTRACTUAL SERVICES	48,149.66	63,000.00	65,027.26	83,000.00
5200	SUPPLIES	17,312.24	20,500.00	18,809.62	25,500.00
Total Department DRAINAGE MAINTENANCE:		**(111,780.42)**	**(138,266.00)**	**(140,517.76)**	**(176,813.00)**
ADMINISTRATION & RECORDKEEPING					
5300	CONTRACTUAL SERVICES	386,789.04	419,449.00	349,540.80	450,102.00
Total Department ADMINISTRATION & RECORDKEEPING:		**(386,789.04)**	**(419,449.00)**	**(349,540.80)**	**(450,102.00)**
LEAVES & BENEFITS					
5100	SALARIES & BENEFITS	304,607.06	318,426.00	315,780.50	62,151.00
5300	CONTRACTUAL SERVICES	1,539.02	2,500.00	2,391.37	3,000.00
Total Department LEAVES & BENEFITS:		**(306,146.08)**	**(320,926.00)**	**(318,171.87)**	**(65,151.00)**
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	1,514,992.50	50,000.00	7,041.66	50,000.00
Total Department CAPITAL PROJECTS:		**(1,514,992.50)**	**(50,000.00)**	**(7,041.66)**	**(50,000.00)**
Fund 203 - LOCAL STREETS:					
TOTAL ESTIMATED REVENUES		3,922,715.16	2,109,255.00	922,365.44	2,421,000.00
TOTAL APPROPRIATIONS		3,435,456.38	2,262,592.00	2,054,078.28	2,380,370.00
NET OF REVENUES & APPROPRIATIONS:		487,258.78	(153,337.00)	(1,131,712.84)	40,630.00
BEG. FUND BALANCE		499,040.96	986,299.74	986,299.74	986,299.74
END FUND BALANCE		986,299.74	832,962.74	(145,413.10)	1,026,929.74

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 231 LAKESIDE CORRIDOR IMPROVEMENT AUTHORITY					
231-000-402	PROPERTY TAX	36,584.00	42,148.00	46,570.00	51,227.00
231-000-665-004970	INCOME TAX-PENALTY & INTEREST	160.28	75.00	192.26	
Total Department :		**36,744.28**	**42,223.00**	**46,762.26**	**51,227.00**
BROWNFIELD					
5300	CONTRACTUAL SERVICES		42,223.00	6,525.00	25,000.00
5900	OTHER FINANCING USES	6,374.17		11,500.00	
Total Department BROWNFIELD:		**(6,374.17)**	**(42,223.00)**	**(18,025.00)**	**(25,000.00)**
Fund 231 - LAKESIDE CORRIDOR IMPROVEMENT AUTHORITY:					
TOTAL ESTIMATED REVENUES		36,744.28	42,223.00	46,762.26	51,227.00
TOTAL APPROPRIATIONS		6,374.17	42,223.00	18,025.00	25,000.00
NET OF REVENUES & APPROPRIATIONS:		30,370.11	0.00	28,737.26	26,227.00
BEG. FUND BALANCE		29,750.24	60,120.35	60,120.35	60,120.35
END FUND BALANCE		60,120.35	60,120.35	88,857.61	86,347.35

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 232 HARBOR WEST BROWNFIELD					
232-000-402	PROPERTY TAX	14,561.00		4,946.00	14,394.00
Total Department :		**14,561.00**	**0.00**	**4,946.00**	**14,394.00**
DEVELOPMENT ACTIVITY					
5300	CONTRACTUAL SERVICES	1,147.50		1,307.50	1,361.00
Total Department DEVELOPMENT ACTIVITY:		**(1,147.50)**	**0.00**	**(1,307.50)**	**(1,361.00)**
Fund 232 - HARBOR WEST BROWNFIELD:					
TOTAL ESTIMATED REVENUES		14,561.00	0.00	4,946.00	14,394.00
TOTAL APPROPRIATIONS		1,147.50	0.00	1,307.50	1,361.00
NET OF REVENUES & APPROPRIATIONS:		13,413.50	0.00	3,638.50	13,033.00
BEG. FUND BALANCE		(576,865.00)	(563,451.50)	(563,451.50)	(563,451.50)
END FUND BALANCE		(563,451.50)	(563,451.50)	(559,813.00)	(550,418.50)

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 233 SCATTERED HOUSING BROWNFIELD FUN					
233-000-402	SCATTERED HOUSING BROWNFIELD FUN	206,904.00	213,319.00	301,666.00	428,393.00
233-000-665-004970	INTEREST INCOME	438.27	100.00	933.60	
Total Department :		**207,342.27**	**213,419.00**	**302,599.60**	**428,393.00**
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	12,600.00	12,600.00		428,393.00
Total Department CAPITAL PROJECTS:		**(12,600.00)**	**(12,600.00)**	**0.00**	**(428,393.00)**
Fund 233 - SCATTERED HOUSING BROWNFIELD FUN:					
TOTAL ESTIMATED REVENUES		207,342.27	213,419.00	302,599.60	428,393.00
TOTAL APPROPRIATIONS		12,600.00	12,600.00	0.00	428,393.00
NET OF REVENUES & APPROPRIATIONS:		194,742.27	200,819.00	302,599.60	0.00
BEG. FUND BALANCE		37,072.38	231,814.65	231,814.65	231,814.65
END FUND BALANCE		231,814.65	432,633.65	534,414.25	231,814.65

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 234 BROWNFIELD AUTHORITY (PIGEON HILL)					
234-000-402	PROPERTY TAX	17,508.00	18,167.00	902.00	15,292.00
234-000-665-004970	INTEREST INCOME	7.57		4.52	
Total Department :		**17,515.57**	**18,167.00**	**906.52**	**15,292.00**
BROWNFIELD					
5300	CONTRACTUAL SERVICES	17,455.50	18,167.00	1,788.00	15,292.00
Total Department BROWNFIELD:		**(17,455.50)**	**(18,167.00)**	**(1,788.00)**	**(15,292.00)**
Fund 234 - BROWNFIELD AUTHORITY (PIGEON HILL):					
TOTAL ESTIMATED REVENUES		17,515.57	18,167.00	906.52	15,292.00
TOTAL APPROPRIATIONS		17,455.50	18,167.00	1,788.00	15,292.00
NET OF REVENUES & APPROPRIATIONS:		60.07	0.00	(881.48)	0.00
BEG. FUND BALANCE		1,788.03	1,848.10	1,848.10	1,848.10
END FUND BALANCE		1,848.10	1,848.10	966.62	1,848.10

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 235 BROWNFIELD AUTHORITY (BETTEN)					
235-000-402	PROPERTY TAX	90,679.00	94,608.00	84,492.00	87,326.00
235-000-428	REIMBURSEMENT STATE	10,674.23		12,338.81	
Total Department :		**101,353.23**	**94,608.00**	**96,830.81**	**87,326.00**
DEBT SERVICE					
5900	OTHER FINANCING USES	3,759.47			87,326.00
Total Department DEBT SERVICE:		**(3,759.47)**	**0.00**	**0.00**	**(87,326.00)**
Fund 235 - BROWNFIELD AUTHORITY (BETTEN):					
TOTAL ESTIMATED REVENUES		101,353.23	94,608.00	96,830.81	87,326.00
TOTAL APPROPRIATIONS		3,759.47	0.00	0.00	87,326.00
NET OF REVENUES & APPROPRIATIONS:		97,593.76	94,608.00	96,830.81	0.00
BEG. FUND BALANCE		(159,864.35)	(62,270.59)	(62,270.59)	(62,270.59)
END FUND BALANCE		(62,270.59)	32,337.41	34,560.22	(62,270.59)

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 236 BROWNFIELD AUTHORITY (FORMER MALL SITE)					
236-000-402	PROPERTY TAX	265,357.00	274,634.00	207,633.00	284,303.00
236-000-428	REIMBURSEMENT STATE	15,283.74	15,818.00	15,226.37	
236-000-665-004970	INTEREST INCOME	520.84	500.00	524.42	
Total Department :		**281,161.58**	**290,952.00**	**223,383.79**	**284,303.00**
TRANSFERS TO OTHER FUNDS					
5900	OTHER FINANCING USES	265,357.00	274,634.00		284,303.00
Total Department TRANSFERS TO OTHER FUNDS:		**(265,357.00)**	**(274,634.00)**	**0.00**	**(284,303.00)**
Fund 236 - BROWNFIELD AUTHORITY (FORMER MALL SITE):					
TOTAL ESTIMATED REVENUES		281,161.58	290,952.00	223,383.79	284,303.00
TOTAL APPROPRIATIONS		265,357.00	274,634.00	0.00	284,303.00
NET OF REVENUES & APPROPRIATIONS:		15,804.58	16,318.00	223,383.79	0.00
BEG. FUND BALANCE		102,990.67	118,795.25	118,795.25	118,795.25
END FUND BALANCE		118,795.25	135,113.25	342,179.04	118,795.25

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 238 SWEETWATER BROWNFIELD					
238-000-402	PROPERTY TAX	72,045.00	74,275.00	15,217.00	65,720.00
238-000-665-004970	INCOME TAX-PENALTY & INTEREST	17.40		13.24	
Total Department :		**72,062.40**	**74,275.00**	**15,230.24**	**65,720.00**
BROWNFIELD					
5300	CONTRACTUAL SERVICES	71,842.00	74,275.00	4,209.50	65,720.00
Total Department BROWNFIELD:		**(71,842.00)**	**(74,275.00)**	**(4,209.50)**	**(65,720.00)**
Fund 238 - SWEETWATER BROWNFIELD:					
TOTAL ESTIMATED REVENUES		72,062.40	74,275.00	15,230.24	65,720.00
TOTAL APPROPRIATIONS		71,842.00	74,275.00	4,209.50	65,720.00
NET OF REVENUES & APPROPRIATIONS:		220.40	0.00	11,020.74	0.00
BEG. FUND BALANCE		4,092.10	4,312.50	4,312.50	4,312.50
END FUND BALANCE		4,312.50	4,312.50	15,333.24	4,312.50

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 241 ADELAIDE POINTE BROWNFIELD					
241-000-402	PROPERTY TAX	142,143.00	147,993.00	422,167.00	430,810.00
241-000-665-004970	INTEREST INCOME	210.00		610.58	
Total Department :		**142,353.00**	**147,993.00**	**422,777.58**	**430,810.00**
BROWNFIELD					
5300	CONTRACTUAL SERVICES	136,581.00	147,993.00	142,143.00	430,810.00
Total Department BROWNFIELD:		**(136,581.00)**	**(147,993.00)**	**(142,143.00)**	**(430,810.00)**
Fund 241 - ADELAIDE POINTE BROWNFIELD:					
TOTAL ESTIMATED REVENUES		142,353.00	147,993.00	422,777.58	430,810.00
TOTAL APPROPRIATIONS		136,581.00	147,993.00	142,143.00	430,810.00
NET OF REVENUES & APPROPRIATIONS:		5,772.00	0.00	280,634.58	0.00
BEG. FUND BALANCE		2,735.99	8,507.99	8,507.99	8,507.99
END FUND BALANCE		8,507.99	8,507.99	289,142.57	8,507.99

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 242 HIGHPOINT FLATS BROWNFIELD					
242-000-402	PROPERTY TAX	90,032.00	92,970.00	87,267.00	93,967.00
242-000-665-004970	INTEREST INCOME	112.62		18.63	
Total Department :		**90,144.62**	**92,970.00**	**87,285.63**	**93,967.00**
BROWNFIELD					
5300	CONTRACTUAL SERVICES	90,032.00	92,970.00		93,967.00
Total Department BROWNFIELD:		**(90,032.00)**	**(92,970.00)**	**0.00**	**(93,967.00)**
Fund 242 - HIGHPOINT FLATS BROWNFIELD:					
TOTAL ESTIMATED REVENUES		90,144.62	92,970.00	87,285.63	93,967.00
TOTAL APPROPRIATIONS		90,032.00	92,970.00	0.00	93,967.00
NET OF REVENUES & APPROPRIATIONS:		112.62	0.00	87,285.63	0.00
BEG. FUND BALANCE		0.00	112.62	112.62	112.62
END FUND BALANCE		112.62	112.62	87,398.25	112.62

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 243 BROWNFIELD REVOLVING FUND					
243-000-402	PROPERTY TAX			231,012.00	316,699.00
243-000-665-004970	INCOME TAX-PENALTY & INTEREST			48.13	
Total Department :		**0.00**	**0.00**	**231,060.13**	**316,699.00**
Fund 243 - BROWNFIELD REVOLVING FUND:					
TOTAL ESTIMATED REVENUES		0.00	0.00	231,060.13	316,699.00
TOTAL APPROPRIATIONS		0.00	0.00	0.00	0.00
NET OF REVENUES & APPROPRIATIONS:		0.00	0.00	231,060.13	316,699.00
BEG. FUND BALANCE		0.00	0.00	0.00	0.00
END FUND BALANCE		0.00	0.00	231,060.13	316,699.00

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 252 FARMERS MARKET & KITCHEN 242					
252-000-540	STATE GRANTS				481,267.00
252-000-613-004664	FARMERS MARKET INCOME	171,743.73	160,000.00	106,413.50	175,000.00
252-000-613-004690	KITCHEN 242 RENTAL	36,566.50	36,000.00	23,694.88	35,000.00
252-000-613-004693	FARMERS MARKET EVENT RENTAL	7,205.00	5,000.00	3,492.00	5,000.00
252-000-613-004694	FARMERS MARKET EBT FEES	13,901.60	18,000.00	13,441.85	18,000.00
252-000-613-004699	EBT PROGRAM	132,364.75	275,000.00	277,317.07	275,000.00
252-000-614-004663	FLEA MARKET AT FARMERS MARKET	21,495.00	21,000.00	19,310.00	23,000.00
252-000-614-004697	ALCOHOLIC BEVERAGE	4,117.00	3,000.00	1,770.00	1,000.00
252-000-665-004970	INTEREST INCOME	1,720.65	1,500.00	682.54	1,500.00
252-000-667-004677	RENT	30,334.40	40,000.00	30,686.98	38,000.00
252-000-674-004805	CONTRIBUTIONS	2,851.56	1,500.00	5,682.42	2,000.00
252-000-679-004840	FRIENDS OF THE MARKET	361.85			
252-000-679-004845	FUNDRAISING REVENUE	59,022.50	50,000.00	36,113.00	58,000.00
252-000-684-004800	MISC. & SUNDRY	194.09		925.00	
252-000-684-004814	PROMOTIONAL PRODUCTS		500.00		2,000.00
252-000-699-100000	OP. TRANS FROM GENERAL FUND	7,000.00	7,000.00		9,000.00
252-000-699-400000	OP. TRANS FROM CAPITAL PROJECTS	90,000.00			
Total Department :		**578,878.63**	**618,500.00**	**519,529.24**	**1,123,767.00**
WESTERN AVENUE CHALETS					
5100	SALARIES & BENEFITS	360.50		7,799.12	
5300	CONTRACTUAL SERVICES	25,141.37	31,500.00	26,563.86	34,100.00
5200	SUPPLIES	58.98		1,528.86	
Total Department WESTERN AVENUE CHALETS:		**(25,560.85)**	**(31,500.00)**	**(35,891.84)**	**(34,100.00)**
FARMERS & FLEA MARKET					
5100	SALARIES & BENEFITS	124,748.43	142,631.00	101,201.17	141,024.00
5300	CONTRACTUAL SERVICES	429,150.10	399,100.00	406,394.07	419,920.00
5200	SUPPLIES	55,028.91	56,400.00	44,377.90	65,600.00
5400	OTHER EXPENSES	1,467.06	2,000.00	1,188.76	2,000.00
5700	CAPITAL OUTLAYS	15,367.47	14,800.00	6,851.30	493,692.00
Total Department FARMERS & FLEA MARKET:		**(625,761.97)**	**(614,931.00)**	**(560,013.20)**	**(1,122,236.00)**
Fund 252 - FARMERS MARKET & KITCHEN 242:					
TOTAL ESTIMATED REVENUES		578,878.63	618,500.00	519,529.24	1,123,767.00
TOTAL APPROPRIATIONS		651,322.82	646,431.00	595,905.04	1,156,336.00
NET OF REVENUES & APPROPRIATIONS:		(72,444.19)	(27,931.00)	(76,375.80)	(32,569.00)
BEG. FUND BALANCE		156,985.98	84,541.79	84,541.79	84,541.79
END FUND BALANCE		84,541.79	56,610.79	8,165.99	51,972.79

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 254 MERCY HEALTH ARENA					
254-000-613-004691	EVENT REVENUE	572,120.35	450,000.00	570,696.44	500,000.00
254-000-613-004696	CONCESSION NON ALCHOLIC	104,682.57	87,500.00	99,417.54	87,500.00
254-000-613-004699	FOOD HUB	65,133.13	52,500.00	70,716.55	59,000.00
254-000-614-004630	CARLISLES	95,427.41	100,000.00	75,508.49	100,000.00
254-000-614-004639	RAD DADS	216,128.00	200,000.00	165,086.66	200,000.00
254-000-614-004640	TICKET SURCHARGE	56,304.80	45,000.00	50,447.93	48,000.00
254-000-614-004646	CONCESSIONS FOOD	146,361.97	120,000.00	133,130.36	120,000.00
254-000-614-004697	ALCOHOLIC BEVERAGE	162,806.01	150,000.00	163,834.95	150,000.00
254-000-614-004698	FLOOR RENTAL	300,606.00	275,000.00	230,126.65	325,000.00
254-000-620-004619	MISC. SALES AND SERVICES	56,581.85	20,000.00	41,489.50	30,000.00
254-000-626-004666	PARKING LOT RENTAL - WESTERN AVE	42,682.33	35,000.00	40,268.76	35,000.00
254-000-632	ANNEX REVENUE	63,390.00	63,390.00	58,852.50	63,390.00
254-000-657-004802	REIMB:SERVICES RENDERED	11,005.61	10,000.00	256.55	
254-000-665-004970	INTEREST INCOME	14,528.67	10,000.00	10,717.30	14,500.00
254-000-667-004667	PARKING LOT RENTAL - SHORELINE	16,678.01	12,000.00	12,619.74	12,000.00
254-000-667-004677	RENT	104,156.88	70,000.00	27,500.00	50,000.00
254-000-671	ADVERTISING REVENUE	141,515.00	120,000.00	116,667.00	132,500.00
254-000-684-004800	MISC. & SUNDRY	2,261.72	5,000.00	85.23	2,000.00
254-000-699-100000	OP. TRANS FROM GENERAL FUND	760,000.00	450,000.00		445,156.00
Total Department :		**2,932,370.31**	**2,275,390.00**	**1,867,422.15**	**2,374,046.00**
MERCY HEALTH ARENA					
5100	SALARIES & BENEFITS	376,052.31	379,074.00	294,970.45	396,614.00
5300	CONTRACTUAL SERVICES	1,755,608.56	1,375,745.00	1,511,139.61	1,465,432.00
5200	SUPPLIES	354,666.98	320,500.00	327,930.69	347,000.00
5400	OTHER EXPENSES	66,627.22	66,500.00	62,263.00	61,500.00
5700	CAPITAL OUTLAYS	71,320.48	55,750.00	53,260.86	38,500.00
Total Department MERCY HEALTH ARENA:		**(2,624,275.55)**	**(2,197,569.00)**	**(2,249,564.61)**	**(2,309,046.00)**
CARLISLE					
5200	SUPPLIES	66,771.18	60,000.00	54,118.97	65,000.00
Total Department CARLISLE:		**(66,771.18)**	**(60,000.00)**	**(54,118.97)**	**(65,000.00)**
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	244,251.41	5,000.00		
Total Department CAPITAL PROJECTS:		**(244,251.41)**	**(5,000.00)**	**0.00**	**0.00**
Fund 254 - MERCY HEALTH ARENA:					
TOTAL ESTIMATED REVENUES		2,932,370.31	2,275,390.00	1,867,422.15	2,374,046.00
TOTAL APPROPRIATIONS		2,935,298.14	2,262,569.00	2,303,683.58	2,374,046.00
NET OF REVENUES & APPROPRIATIONS:		(2,927.83)	12,821.00	(436,261.43)	0.00
BEG. FUND BALANCE		81,153.10	78,225.27	78,225.27	78,225.27
END FUND BALANCE		78,225.27	91,046.27	(358,036.16)	78,225.27

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 285 TREE REPLACEMENT					
285-000-665-004970	INTEREST INCOME	71.14		17.72	
285-000-674-004805	CONTRIBUTIONS	9,000.00	184,000.00	7,000.00	3,000.00
285-000-674-092522	CONTRIBUTIONS			74,485.00	
285-000-684-004800	MISC. & SUNDRY	3,000.00	22,500.00	18,657.79	
Total Department :		**12,071.14**	**206,500.00**	**100,160.51**	**3,000.00**
FORESTRY					
5300	CONTRACTUAL SERVICES	1,007.00	1,500.00		
5200	SUPPLIES	15,543.50	19,500.00	19,778.48	7,500.00
Total Department FORESTRY:		**(16,550.50)**	**(21,000.00)**	**(19,778.48)**	**(7,500.00)**
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES		175,000.00	137,725.00	
Total Department CAPITAL PROJECTS:		**0.00**	**(175,000.00)**	**(137,725.00)**	**0.00**
Fund 285 - TREE REPLACEMENT:					
TOTAL ESTIMATED REVENUES		12,071.14	206,500.00	100,160.51	3,000.00
TOTAL APPROPRIATIONS		16,550.50	196,000.00	157,503.48	7,500.00
NET OF REVENUES & APPROPRIATIONS:		(4,479.36)	10,500.00	(57,342.97)	(4,500.00)
BEG. FUND BALANCE		12,446.01	7,966.65	7,966.65	7,966.65
END FUND BALANCE		7,966.65	18,466.65	(49,376.32)	3,466.65

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
394-000-402	PROPERTY TAX	516,659.00	537,000.00	513,921.00	524,621.00
394-000-428	REIMBURSEMENT STATE			39,469.06	
394-000-540	STATE GRANTS	12,000.00			
394-000-569	STATE GRANTS OTHER			4,015.84	
394-000-613	EVENT REVENUE	98,381.95	100,000.00	65,575.97	100,000.00
394-000-665-004970	INTEREST INCOME	2,071.18	1,300.00	1,243.15	1,600.00
394-000-679-004847	SPONSORSHIP REVENUE - MUSK ART F	24,000.00	12,000.00	34,500.00	33,500.00
394-000-699-200000	OP. TRANS FROM SPECIAL REVENUE	600.00			
Total Department :		**653,712.13**	**650,300.00**	**658,725.02**	**659,721.00**
DOWNTOWN MUSKEGON BID					
5100	SALARIES & BENEFITS	123,387.83	138,284.00	99,862.60	140,209.00
5300	CONTRACTUAL SERVICES	38,843.34	100,000.00	37,547.01	48,000.00
5200	SUPPLIES	4,460.00		3,129.40	4,000.00
5400	OTHER EXPENSES			450.00	
Total Department DOWNTOWN MUSKEGON BID:		**(166,691.17)**	**(238,284.00)**	**(140,989.01)**	**(192,209.00)**
LAKESHORE ART FESTIVAL					
5300	CONTRACTUAL SERVICES	82,757.32	27,700.00	19,737.26	21,200.00
5200	SUPPLIES	16,597.60	2,000.00	9,281.26	17,000.00
Total Department LAKESHORE ART FESTIVAL:		**(99,354.92)**	**(29,700.00)**	**(29,018.52)**	**(38,200.00)**
TASTE OF MUSKEGON					
5300	CONTRACTUAL SERVICES	25,115.20			
5200	SUPPLIES	15.99			
Total Department TASTE OF MUSKEGON:		**(25,131.19)**	**0.00**	**0.00**	**0.00**
FARMERS & FLEA MARKET					
5300	CONTRACTUAL SERVICES	1,277.90			
Total Department FARMERS & FLEA MARKET:		**(1,277.90)**	**0.00**	**0.00**	**0.00**
EVENTS					
5200	SUPPLIES	2,393.58		2,455.94	
Total Department EVENTS:		**(2,393.58)**	**0.00**	**(2,455.94)**	**0.00**
DEBT SERVICE					
5300	CONTRACTUAL SERVICES	204,884.93	145,000.00	193,078.25	216,000.00
5900	OTHER FINANCING USES	130,000.00	130,000.00		130,000.00
Total Department DEBT SERVICE:		**(334,884.93)**	**(275,000.00)**	**(193,078.25)**	**(346,000.00)**
TRANSFERS TO OTHER FUNDS					
5900	OTHER FINANCING USES	30,000.00			
Total Department TRANSFERS TO OTHER FUNDS:		**(30,000.00)**	**0.00**	**0.00**	**0.00**
Fund 394 - DOWNTOWN DEVELOPMENT AUTH DS:					
TOTAL ESTIMATED REVENUES		653,712.13	650,300.00	658,725.02	659,721.00
TOTAL APPROPRIATIONS		659,733.69	542,984.00	365,541.72	576,409.00
NET OF REVENUES & APPROPRIATIONS:		(6,021.56)	107,316.00	293,183.30	83,312.00
BEG. FUND BALANCE		460,986.12	454,964.56	454,964.56	454,964.56
END FUND BALANCE		454,964.56	562,280.56	748,147.86	538,276.56

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 395 TIFA DEBT SERVICE					
395-000-402	PROPERTY TAX	48,776.00	50,000.00	51,407.00	53,463.00
395-000-428	REIMBURSEMENT STATE	9,497.18		9,361.78	
395-000-665-004970	INTEREST INCOME	135.19		108.01	
Total Department :		**58,408.37**	**50,000.00**	**60,876.79**	**53,463.00**
DEBT SERVICE					
5900	OTHER FINANCING USES	50,000.04	50,000.00	41,666.70	50,000.00
Total Department DEBT SERVICE:		**(50,000.04)**	**(50,000.00)**	**(41,666.70)**	**(50,000.00)**
Fund 395 - TIFA DEBT SERVICE:					
TOTAL ESTIMATED REVENUES		58,408.37	50,000.00	60,876.79	53,463.00
TOTAL APPROPRIATIONS		50,000.04	50,000.00	41,666.70	50,000.00
NET OF REVENUES & APPROPRIATIONS:		8,408.33	0.00	19,210.09	3,463.00
BEG. FUND BALANCE		30,513.47	38,921.80	38,921.80	38,921.80
END FUND BALANCE		38,921.80	38,921.80	58,131.89	42,384.80

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 420 CONVENTION CENTER CONSTRUCTION					
420-000-665-004970	INTEREST INCOME	428.28	400.00	332.96	400.00
420-000-676	COUNTY REIM PA 59 FUNDS COLLECTE	916,644.70	925,000.00	929,875.00	943,000.00
Total Department :		**917,072.98**	**925,400.00**	**930,207.96**	**943,400.00**
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	500.00	500.00	500.00	500.00
Total Department CAPITAL PROJECTS:		**(500.00)**	**(500.00)**	**(500.00)**	**(500.00)**
DEBT SERVICE					
5900	OTHER FINANCING USES	916,645.00	930,000.00	929,875.00	943,000.00
Total Department DEBT SERVICE:		**(916,645.00)**	**(930,000.00)**	**(929,875.00)**	**(943,000.00)**
Fund 420 - CONVENTION CENTER CONSTRUCTION:					
TOTAL ESTIMATED REVENUES		917,072.98	925,400.00	930,207.96	943,400.00
TOTAL APPROPRIATIONS		917,145.00	930,500.00	930,375.00	943,500.00
NET OF REVENUES & APPROPRIATIONS:		(72.02)	(5,100.00)	(167.04)	(100.00)
BEG. FUND BALANCE		114,407.78	114,335.76	114,335.76	114,335.76
END FUND BALANCE		114,335.76	109,235.76	114,168.72	114,235.76

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 445 PUBLIC IMPROVEMENT					
445-000-502	FEDERAL GRANTS	65,012.50		102,488.00	
445-000-540	STATE GRANTS	300,000.00			
445-000-626-004651	REIMBURSEMENT	285,067.00	300,000.00		275,000.00
445-000-665-004970	INTEREST INCOME	7,104.49	6,000.00	2,660.82	2,500.00
445-000-667-004677	RENT	10,049.41	10,000.00		
445-000-669	GAIN ON INVESTMENT	3,749.45			
445-000-671	LEASE BILLBOARDS	6,612.50	7,000.00	9,321.75	5,000.00
445-000-674-004805	CONTRIBUTIONS	13,293.00			
445-000-677-004808	SALE OF LAND	2,589,065.38	100,000.00	179,993.55	
445-000-679-004847	SPONSORSHIP REVENUE - PARKS	150,000.00	150,000.00	112,500.00	150,000.00
445-000-684-004800	MISC. & SUNDRY	146,496.30	500.00	29,585.00	
Total Department :		**3,576,450.03**	**573,500.00**	**436,549.12**	**432,500.00**
ECONOMIC DEVELOPMENT					
5700	CAPITAL OUTLAYS	25,219.97			
Total Department ECONOMIC DEVELOPMENT:		**(25,219.97)**	**0.00**	**0.00**	**0.00**
WESTERN AVENUE CHALETS					
5300	CONTRACTUAL SERVICES	15,000.00			
Total Department WESTERN AVENUE CHALETS:		**(15,000.00)**	**0.00**	**0.00**	**0.00**
CAPITAL PROJECTS					
5100	SALARIES & BENEFITS	334.11			
5300	CONTRACTUAL SERVICES	2,089,014.80	530,000.00	503,600.46	523,000.00
5200	SUPPLIES	157,956.62		145,781.64	
5700	CAPITAL OUTLAYS	502,213.11		7,838.59	
Total Department CAPITAL PROJECTS:		**(2,749,518.64)**	**(530,000.00)**	**(657,220.69)**	**(523,000.00)**
Fund 445 - PUBLIC IMPROVEMENT:					
TOTAL ESTIMATED REVENUES		3,576,450.03	573,500.00	436,549.12	432,500.00
TOTAL APPROPRIATIONS		2,789,738.61	530,000.00	657,220.69	523,000.00
NET OF REVENUES & APPROPRIATIONS:		786,711.42	43,500.00	(220,671.57)	(90,500.00)
BEG. FUND BALANCE		286,653.74	1,073,365.16	1,073,365.16	1,073,365.16
END FUND BALANCE		1,073,365.16	1,116,865.16	852,693.59	982,865.16

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 482 STATE GRANTS					
482-000-502-092334	FEDERAL GRANTS	988,081.34	162,500.00	64,000.00	
482-000-502-092339	FEDERAL GRANTS	398,819.06	1,500,000.00	569,676.15	3,600,000.00
482-000-540	STATE GRANTS	381,722.29		82,775.21	
482-000-540-092415	STATE GRANTS	2,500,000.00			
482-000-540-092419	STATE GRANTS	653,919.22		17,946.85	
482-000-540-092501	STATE GRANTS	1,000,000.00			
482-000-540-092520	STATE GRANTS	5,582.50		196,126.76	
482-000-665-004970	INTEREST INCOME			148,062.57	
Total Department :		**5,928,124.41**	**1,662,500.00**	**1,078,587.54**	**3,600,000.00**
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	5,517,139.95	1,500,000.00	385,704.47	3,600,000.00
5200	SUPPLIES	240,404.79		114,055.55	
5900	OTHER FINANCING USES	47,683.09			
5700	CAPITAL OUTLAYS	397,500.00	162,500.00	64,000.00	
482-901-540-092206	STATE GRANTS	223,446.25			
482-901-540-092345	STATE GRANTS	51,157.17			
Total Department CAPITAL PROJECTS:		**(5,928,124.41)**	**(1,662,500.00)**	**(563,760.02)**	**(3,600,000.00)**
Fund 482 - STATE GRANTS:					
TOTAL ESTIMATED REVENUES		6,202,727.83	1,662,500.00	1,078,587.54	3,600,000.00
TOTAL APPROPRIATIONS		6,202,727.83	1,662,500.00	563,760.02	3,600,000.00
NET OF REVENUES & APPROPRIATIONS:		0.00	0.00	514,827.52	0.00
BEG. FUND BALANCE		1,547.09	1,547.09	1,547.09	1,547.09
END FUND BALANCE		1,547.09	1,547.09	516,374.61	1,547.09

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 590 SEWAGE DISPOSAL SYSTEM					
590-000-620-004619	MISC. SALES AND SERVICES	155,700.00	125,000.00	60,900.00	75,000.00
590-000-628-004605	METERED SALES	9,615,879.88	9,600,000.00	7,909,088.25	9,500,000.00
590-000-638-004606	DEBT SERVICE FEE	380,945.34	425,188.00	329,449.08	652,912.00
590-000-657-004704	PENALTIES/INTEREST/FINES	189,176.00	200,000.00	157,943.96	200,000.00
590-000-657-004802	REIMB:SERVICES RENDERED	206,738.00	5,000.00	(130,828.21)	5,000.00
590-000-665-004970	INTEREST INCOME	29,562.20	20,000.00	22,405.16	20,000.00
590-000-696-004961	BOND PROCEEDS				262,500.00
Total Department :		**10,578,001.42**	**10,375,188.00**	**8,348,958.24**	**10,715,412.00**
PENSION ADMINISTRATION					
5100	SALARIES & BENEFITS	127,963.44	148,850.00	123,997.60	165,247.00
Total Department PENSION ADMINISTRATION:		**(127,963.44)**	**(148,850.00)**	**(123,997.60)**	**(165,247.00)**
MUSKEGON CO. WASTEWATER TREATMENT					
5300	CONTRACTUAL SERVICES	5,104,696.37	5,150,000.00	3,181,917.91	4,641,000.00
Total Department MUSKEGON CO. WASTEWATER TREATME		**(5,104,696.37)**	**(5,150,000.00)**	**(3,181,917.91)**	**(4,641,000.00)**
WATER & SEWER MAINTENANCE					
[None]	Unclassified	(27,357.00)			
5100	SALARIES & BENEFITS	1,111,248.47	1,121,100.00	945,912.19	1,226,938.00
5300	CONTRACTUAL SERVICES	1,394,553.75	891,297.00	736,973.99	968,713.00
5200	SUPPLIES	119,916.29	144,500.00	119,154.24	148,700.00
5400	OTHER EXPENSES	422,348.61	403,000.00	571,159.00	53,000.00
5700	CAPITAL OUTLAYS	7,313.16	51,500.00	65,535.47	90,975.00
Total Department WATER & SEWER MAINTENANCE:		**(3,028,023.28)**	**(2,611,397.00)**	**(2,438,734.89)**	**(2,488,326.00)**
CAPITAL PROJECTS					
5100	SALARIES & BENEFITS	5,421.13			
5300	CONTRACTUAL SERVICES	1,460,970.62	2,729,197.00	834,989.06	3,286,287.00
5700	CAPITAL OUTLAYS	(1,460,970.62)			
Total Department CAPITAL PROJECTS:		**(5,421.13)**	**(2,729,197.00)**	**(834,989.06)**	**(3,286,287.00)**
DEBT SERVICE					
5300	CONTRACTUAL SERVICES	730,324.82	678,085.00	582,023.91	709,121.00
5900	OTHER FINANCING USES	1,032,832.17	664,894.00	1,360,219.98	439,511.00
Total Department DEBT SERVICE:		**(1,763,156.99)**	**(1,342,979.00)**	**(1,942,243.89)**	**(1,148,632.00)**
Fund 590 - SEWAGE DISPOSAL SYSTEM:					
TOTAL ESTIMATED REVENUES		10,578,001.42	10,375,188.00	8,348,958.24	10,715,412.00
TOTAL APPROPRIATIONS		10,029,261.21	11,982,423.00	8,521,883.35	11,729,492.00
NET OF REVENUES & APPROPRIATIONS:		548,740.21	(1,607,235.00)	(172,925.11)	(1,014,080.00)
BEG. FUND BALANCE		28,891,312.53	29,452,777.57	29,452,777.57	29,452,777.57
FUND BALANCE ADJUSTMENTS		12,724.83		0.00	
END FUND BALANCE		29,452,777.57	27,845,542.57	29,279,852.46	28,438,697.57

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 591 WATER SUPPLY SYSTEM					
591-000-502	FEDERAL GRANTS	1,959,270.39		460,065.44	
591-000-540	STATE GRANTS	166,278.68	5,381,438.00	43,276.10	
591-000-540-092414	STATE GRANTS	990,681.00	50,000.00		
591-000-620-004619	MISC. SALES AND SERVICES	225,621.29	150,000.00	48,405.68	75,000.00
591-000-628-004605	METERED SALES	3,775,214.89	4,200,000.00	3,622,048.18	4,408,000.00
591-000-637	WHOLESALE WATER	5,113,992.88	5,500,000.00	4,590,227.72	5,500,000.00
591-000-638-004606	DEBT SERVICE FEE	1,105,704.14	1,192,364.00	929,441.85	1,224,416.00
591-000-642-004652	TOWNSHIP MAINTENANCE CONTRACT	144,242.43	125,000.00	100,186.67	125,000.00
591-000-644-004618	LEAD REPLACEMENT FEE	762,804.40	760,000.00	638,973.55	750,000.00
591-000-657-004704	PENALTIES/INTEREST/FINES	127,106.25	130,000.00	124,256.14	150,000.00
591-000-657-004802	REIMB:SERVICES RENDERED	54,535.60	70,000.00	88,665.54	50,000.00
591-000-665-004970	INTEREST INCOME	91,438.56	15,000.00	3,507.16	10,000.00
591-000-673	GAIN (LOSS) ON SALE OF ASSETS			405,446.81	
591-000-684-004800	MISC. & SUNDRY	25,460.62	450,000.00	534,722.04	10,000.00
591-000-692-004661	LEASE/RENTAL	207,539.32	275,000.00	186,808.99	210,000.00
591-000-696-004961	BOND PROCEEDS	(60,593.23)	4,144,313.00	2,668,201.92	11,232,750.00
Total Department :		**14,689,297.22**	**22,443,115.00**	**14,444,233.79**	**23,745,166.00**
PENSION ADMINISTRATION					
5100	SALARIES & BENEFITS	253,442.28	294,811.00	245,587.60	327,285.00
Total Department PENSION ADMINISTRATION:		**(253,442.28)**	**(294,811.00)**	**(245,587.60)**	**(327,285.00)**
LEAD SERVICE LINE					
5100	SALARIES & BENEFITS	349,764.00	429,963.00	205,874.46	312,120.00
5300	CONTRACTUAL SERVICES	255,018.35	310,000.00	299,055.07	265,000.00
5200	SUPPLIES	160,561.41	116,000.00	76,490.03	100,000.00
Total Department LEAD SERVICE LINE:		**(765,343.76)**	**(855,963.00)**	**(581,419.56)**	**(677,120.00)**
WATER SUPPLY & FILTRATION					
[None]	Unclassified	(45,597.00)			
5100	SALARIES & BENEFITS	1,286,933.84	1,490,324.00	1,111,422.20	1,529,204.00
5300	CONTRACTUAL SERVICES	937,843.59	1,108,944.00	873,657.07	1,255,950.00
5200	SUPPLIES	487,087.48	552,640.00	368,050.89	563,800.00
5400	OTHER EXPENSES	1,365.00	7,000.00	4,561.70	7,000.00
5700	CAPITAL OUTLAYS	94,620.84	166,850.00	71,157.69	202,950.00
Total Department WATER SUPPLY & FILTRATION:		**(2,762,253.75)**	**(3,325,758.00)**	**(2,428,849.55)**	**(3,558,904.00)**
WATER & SEWER MAINTENANCE					
[None]	Unclassified	(45,597.00)			
5100	SALARIES & BENEFITS	1,592,244.49	1,548,518.00	1,346,814.93	1,731,345.00
5300	CONTRACTUAL SERVICES	1,214,283.96	1,086,862.00	828,853.06	1,032,173.00
5200	SUPPLIES	322,197.70	318,000.00	276,350.80	341,900.00
5400	OTHER EXPENSES	214,745.66	220,000.00	67,356.89	65,000.00
5700	CAPITAL OUTLAYS	28,644.81	28,000.00	26,981.61	34,975.00
Total Department WATER & SEWER MAINTENANCE:		**(3,326,519.62)**	**(3,201,380.00)**	**(2,546,357.29)**	**(3,205,393.00)**
WATER & SEWER MAINTENANCE-TWP					
5100	SALARIES & BENEFITS	42,403.37	41,099.00	38,468.20	24,122.00
5300	CONTRACTUAL SERVICES	25,247.79	47,000.00	39,598.85	53,000.00
5200	SUPPLIES	3,868.25	2,750.00	522.94	2,750.00
Total Department WATER & SEWER MAINTENANCE-TWP:		**(71,519.41)**	**(90,849.00)**	**(78,589.99)**	**(79,872.00)**
CAPITAL PROJECTS					
5100	SALARIES & BENEFITS	1,156.00			
5300	CONTRACTUAL SERVICES	5,157,566.18	11,106,349.00	5,566,010.23	13,045,592.00
5700	CAPITAL OUTLAYS	(5,157,565.91)			
Total Department CAPITAL PROJECTS:		**(1,156.27)**	**(11,106,349.00)**	**(5,566,010.23)**	**(13,045,592.00)**
DEBT SERVICE					
5300	CONTRACTUAL SERVICES	1,581,289.47	1,518,573.00	1,305,396.50	1,587,156.00
5400	OTHER EXPENSES	561.01			
5900	OTHER FINANCING USES	2,376,916.11	1,415,245.00	2,919,981.26	557,040.00
Total Department DEBT SERVICE:		**(3,958,766.59)**	**(2,933,818.00)**	**(4,225,377.76)**	**(2,144,196.00)**
Fund 591 - WATER SUPPLY SYSTEM:					
TOTAL ESTIMATED REVENUES		14,689,297.22	22,443,115.00	14,444,233.79	23,745,166.00
TOTAL APPROPRIATIONS		11,139,001.68	21,808,928.00	15,672,191.98	23,038,362.00
NET OF REVENUES & APPROPRIATIONS:		3,550,295.54	634,187.00	(1,227,958.19)	706,804.00
BEG. FUND BALANCE		37,324,673.75	40,808,882.50	40,808,882.50	40,808,882.50
FUND BALANCE ADJUSTMENTS		(66,086.79)		0.00	

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 591 WATER SUPPLY SYSTEM					
	END FUND BALANCE	40,808,882.50	41,443,069.50	39,580,924.31	41,515,686.50

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 594 MARINA AND LAUNCH RAMP					
594-000-540	STATE GRANTS				350,000.00
594-000-631	ICE SALES	300.00	300.00		
594-000-644-004626	LARGE BASIN FEES	202,377.62	184,000.00	171,973.00	184,000.00
594-000-644-004627	SMALL BASIN FEES		900.00	900.00	
594-000-644-004628	MOORING FEES	10,155.40	12,000.00	15,865.55	15,000.00
594-000-644-004629	TRANSIENT FEES	1,508.00	8,000.00	6,448.00	6,500.00
594-000-653	LAUNCH RAMP	113,181.00	100,000.00	94,720.50	120,000.00
594-000-656	TRAFFIC FINES & FEES	140.00		35.00	
594-000-665-004970	INTEREST INCOME	1,602.74	1,600.00	1,775.61	1,600.00
594-000-684-004800	MISC. & SUNDRY	2,142.03	1,000.00	859.00	49,000.00
594-000-699-100000	OP. TRANS FROM GENERAL FUND	300,000.00			
Total Department :		**631,406.79**	**307,800.00**	**292,576.66**	**726,100.00**
MUNICIPAL MARINA					
5100	SALARIES & BENEFITS	123,390.88	146,481.00	81,229.36	137,545.00
5300	CONTRACTUAL SERVICES	215,936.52	222,867.00	215,348.12	173,194.00
5200	SUPPLIES	15,768.84	31,100.00	19,099.79	25,400.00
5400	OTHER EXPENSES	517.16	1,000.00	325.55	1,000.00
5900	OTHER FINANCING USES	100,794.12	100,000.00	67,440.14	100,000.00
5700	CAPITAL OUTLAYS	51,333.89	57,200.00	23,383.27	3,200.00
Total Department MUNICIPAL MARINA:		**(507,741.41)**	**(558,648.00)**	**(406,826.23)**	**(440,339.00)**
LAUNCH RAMPS					
5100	SALARIES & BENEFITS	2,061.14	5,739.00	1,919.04	10,000.00
5300	CONTRACTUAL SERVICES	19,686.30	18,500.00	9,758.77	135,820.00
5200	SUPPLIES	1,929.49	21,500.00	925.65	2,500.00
Total Department LAUNCH RAMPS:		**(23,676.93)**	**(45,739.00)**	**(12,603.46)**	**(148,320.00)**
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES		350,000.00		1,130,000.00
5700	CAPITAL OUTLAYS				
Total Department CAPITAL PROJECTS:		**0.00**	**(350,000.00)**	**0.00**	**(1,130,000.00)**
Fund 594 - MARINA AND LAUNCH RAMP:					
TOTAL ESTIMATED REVENUES		631,406.79	307,800.00	292,576.66	726,100.00
TOTAL APPROPRIATIONS		531,418.34	954,387.00	419,429.69	1,718,659.00
NET OF REVENUES & APPROPRIATIONS:		99,988.45	(646,587.00)	(126,853.03)	(992,559.00)
BEG. FUND BALANCE		1,347,928.34	1,449,485.52	1,449,485.52	1,449,485.52
FUND BALANCE ADJUSTMENTS		1,568.73		0.00	
END FUND BALANCE		1,449,485.52	802,898.52	1,322,632.49	456,926.52

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 642 PUBLIC SERVICE BUILDING					
642-000-665-004970	INTEREST INCOME	5,399.11	5,000.00	4,163.75	5,000.00
642-000-667-004677	RENT	2,302,002.00	2,732,000.00	2,276,675.90	2,700,000.00
Total Department :		**2,307,401.11**	**2,737,000.00**	**2,280,839.65**	**2,705,000.00**
PENSION ADMINISTRATION					
5100	SALARIES & BENEFITS	542,705.88	631,291.00	525,886.50	329,850.00
Total Department PENSION ADMINISTRATION:		**(542,705.88)**	**(631,291.00)**	**(525,886.50)**	**(329,850.00)**
PUBLIC SERVICE BUILDING					
[None]	Unclassified	(45,596.00)			
5100	SALARIES & BENEFITS	1,135,728.29	1,331,860.00	967,413.52	1,274,359.00
5300	CONTRACTUAL SERVICES	544,075.10	569,106.00	469,520.13	613,076.00
5200	SUPPLIES	28,580.32	47,750.00	32,935.98	53,500.00
5400	OTHER EXPENSES	15,421.06	11,000.00	6,088.06	11,000.00
5900	OTHER FINANCING USES	22,366.02	25,000.00	10,978.07	25,000.00
5700	CAPITAL OUTLAYS	117,800.13	124,700.00	95,922.05	101,100.00
Total Department PUBLIC SERVICE BUILDING:		**(1,818,374.92)**	**(2,109,416.00)**	**(1,582,857.81)**	**(2,078,035.00)**
INVENTORY					
5400	OTHER EXPENSES	755.47		8,897.03	
Total Department INVENTORY:		**(755.47)**	**0.00**	**(8,897.03)**	**0.00**
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	787.67			
5700	CAPITAL OUTLAYS		150,000.00	990.00	
Total Department CAPITAL PROJECTS:		**(787.67)**	**(150,000.00)**	**(990.00)**	**0.00**
Fund 642 - PUBLIC SERVICE BUILDING:					
TOTAL ESTIMATED REVENUES		2,307,401.11	2,737,000.00	2,280,839.65	2,705,000.00
TOTAL APPROPRIATIONS		2,362,623.94	2,890,707.00	2,118,631.34	2,407,885.00
NET OF REVENUES & APPROPRIATIONS:		(55,222.83)	(153,707.00)	162,208.31	297,115.00
BEG. FUND BALANCE		273,843.75	306,621.21	306,621.21	306,621.21
FUND BALANCE ADJUSTMENTS		88,000.29		0.00	
END FUND BALANCE		306,621.21	152,914.21	468,829.52	603,736.21

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 643 ENGINEERING SERVICES					
643-000-498	LICENSE AND PERMIT MISC.	5,822.40	6,000.00	2,350.00	4,000.00
643-000-665-004970	INTEREST INCOME	696.67		646.40	600.00
643-000-682	ENGINEERING FEES	41,858.65	50,000.00	18,586.90	20,000.00
643-000-684-004680	INTERDEPT.ENGINEERING FEES	959,618.56	660,000.00	708,075.84	700,000.00
643-000-699-100000	OPERATING TRANSFER FROM GENERAL		350,000.00		390,000.00
Total Department :		**1,007,996.28**	**1,066,000.00**	**729,659.14**	**1,114,600.00**
PENSION ADMINISTRATION					
5100	SALARIES & BENEFITS	74,507.52	86,669.00	72,198.40	130,575.00
Total Department PENSION ADMINISTRATION:		**(74,507.52)**	**(86,669.00)**	**(72,198.40)**	**(130,575.00)**
ENGINEERING					
5100	SALARIES & BENEFITS	576,267.65	604,064.00	479,126.64	616,372.00
5300	CONTRACTUAL SERVICES	296,443.68	334,386.00	279,697.00	343,123.00
5200	SUPPLIES	12,306.65	13,700.00	13,522.14	13,300.00
5400	OTHER EXPENSES	2,639.68	2,500.00	14,904.13	2,500.00
5900	OTHER FINANCING USES	2,499.12		1,666.08	
5700	CAPITAL OUTLAYS	32,495.77	25,000.00	12,892.68	26,000.00
Total Department ENGINEERING:		**(922,652.55)**	**(979,650.00)**	**(801,808.67)**	**(1,001,295.00)**
Fund 643 - ENGINEERING SERVICES:					
TOTAL ESTIMATED REVENUES		1,007,996.28	1,066,000.00	729,659.14	1,114,600.00
TOTAL APPROPRIATIONS		997,160.07	1,066,319.00	874,007.07	1,131,870.00
NET OF REVENUES & APPROPRIATIONS:		10,836.21	(319.00)	(144,347.93)	(17,270.00)
BEG. FUND BALANCE		104,103.96	171,334.48	171,334.48	171,334.48
FUND BALANCE ADJUSTMENTS		56,394.31		0.00	
END FUND BALANCE		171,334.48	171,015.48	26,986.55	154,064.48

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 661 EQUIPMENT					
661-000-614	REIMBURSEMENT INCOME	997,840.43	2,000,000.00	2,295,226.65	2,661,120.00
661-000-614-004662	EQUIPMENT RENTAL BY DEPTS.	2,950,969.08	1,963,652.00	1,085,725.81	1,291,851.00
661-000-642-004654	METERED SALES-FUEL	22,978.46	20,000.00	18,495.93	20,000.00
661-000-657-004802	REIMB:SERVICES RENDERED	20,144.48	55,000.00	49,353.66	15,000.00
661-000-665-004970	INTEREST INCOME	11,985.11	10,000.00	9,094.09	10,000.00
661-000-684-004800	MISC. & SUNDRY	26,984.01	50,000.00	49,081.48	30,000.00
661-000-693	SALE OF FIXED ASSETS	16,775.00	30,000.00	29,831.00	40,000.00
Total Department :		**4,047,676.57**	**4,128,652.00**	**3,536,808.62**	**4,067,971.00**
PENSION ADMINISTRATION					
5100	SALARIES & BENEFITS	90,621.12	105,413.00	87,812.80	144,480.00
Total Department PENSION ADMINISTRATION:		**(90,621.12)**	**(105,413.00)**	**(87,812.80)**	**(144,480.00)**
EQUIPMENT SERVICES					
[None]	Unclassified	(27,357.00)			
5100	SALARIES & BENEFITS	694,786.84	825,256.00	569,411.17	658,102.00
5300	CONTRACTUAL SERVICES	849,798.34	975,206.00	806,853.19	1,006,916.00
5200	SUPPLIES	847,474.31	884,515.00	690,737.06	922,000.00
5400	OTHER EXPENSES	175.00	7,700.00	2,078.00	8,000.00
5900	OTHER FINANCING USES	641,952.01		454,680.64	
5700	CAPITAL OUTLAYS	847,526.57	1,559,000.00	1,383,678.53	2,641,102.00
661-563-673	GAIN ON SALE OF FIXED ASSETS	(3,517.50)			
Total Department EQUIPMENT SERVICES:		**(3,857,873.57)**	**(4,251,677.00)**	**(3,907,438.59)**	**(5,236,120.00)**
CAPITAL PROJECTS					
5700	CAPITAL OUTLAYS	(730,415.85)		(925,439.00)	
Total Department CAPITAL PROJECTS:		**730,415.85**	**0.00**	**925,439.00**	**0.00**
Fund 661 - EQUIPMENT:					
TOTAL ESTIMATED REVENUES		4,044,159.07	4,128,652.00	3,536,808.62	4,067,971.00
TOTAL APPROPRIATIONS		3,214,561.34	4,357,090.00	3,069,812.39	5,380,600.00
NET OF REVENUES & APPROPRIATIONS:		829,597.73	(228,438.00)	466,996.23	(1,312,629.00)
BEG. FUND BALANCE		4,164,453.90	5,086,925.36	5,086,925.36	5,086,925.36
FUND BALANCE ADJUSTMENTS		92,873.73		0.00	
END FUND BALANCE		5,086,925.36	4,858,487.36	5,553,921.59	3,774,296.36

GL Number	Description	24-25 Activity	25-26 Amended Budget	25-26 Activity	26-27 Recommended
Fund: 677 GENERAL INSURANCE					
677-000-642-004652	REIMBURSEMENT RETIREE HEALTHCARE	2,514,803.58	1,750,000.00	1,039,793.95	2,000,000.00
677-000-665-004970	INTEREST INCOME	5,017.97	8,000.00	2,215.49	2,800.00
677-000-674	CONTRIBUTIONS	349,309.62	390,264.00	314,524.71	450,552.00
677-000-677-004807	COBRA RECEIPTS		5,000.00		
677-000-684-004800	MISC. & SUNDRY		3,000.00	2,935.39	
677-000-692	INTERDEPT.CHARGES	4,081,264.97	4,531,402.00	3,605,522.87	5,039,332.00
Total Department :		**6,950,396.14**	**6,687,666.00**	**4,964,992.41**	**7,492,684.00**
INSURANCE SERVICES					
5100	SALARIES & BENEFITS	78,285.83	67,125.00	63,551.33	61,397.00
5300	CONTRACTUAL SERVICES	7,100,332.69	6,642,336.00	5,338,187.71	7,290,678.00
5200	SUPPLIES	1,377.08	1,575.00	1,147.99	1,025.00
5400	OTHER EXPENSES	26,687.59	57,850.00	40,124.56	55,000.00
5700	CAPITAL OUTLAYS	3,773.80		689.00	
Total Department INSURANCE SERVICES:		**(7,210,456.99)**	**(6,768,886.00)**	**(5,443,700.59)**	**(7,408,100.00)**
Fund 677 - GENERAL INSURANCE:					
TOTAL ESTIMATED REVENUES		6,950,396.14	6,687,666.00	4,964,992.41	7,492,684.00
TOTAL APPROPRIATIONS		7,210,456.99	6,768,886.00	5,443,700.59	7,408,100.00
NET OF REVENUES & APPROPRIATIONS:		(260,060.85)	(81,220.00)	(478,708.18)	84,584.00
BEG. FUND BALANCE		1,659,764.68	1,407,423.75	1,407,423.75	1,407,423.75
FUND BALANCE ADJUSTMENTS		7,719.92		0.00	
END FUND BALANCE		1,407,423.75	1,326,203.75	928,715.57	1,492,007.75
Report Totals:					
TOTAL ESTIMATED REVENUES - ALL FUNDS		66,497,770.08	63,069,331.00	46,042,278.95	72,750,664.00
TOTAL APPROPRIATIONS - ALL FUNDS		60,701,270.37	68,097,129.00	49,434,734.62	77,294,387.00
NET OF REVENUES & APPROPRIATIONS:		5,796,499.71	(5,027,798.00)	(3,392,455.67)	(4,543,723.00)
BEG. FUND BALANCE - ALL FUNDS		83,048,023.01	89,037,717.74	89,037,717.74	89,037,717.74
FUND BALANCE ADJUSTMENTS - ALL FUNDS		193,195.02		0.00	
END FUND BALANCE - ALL FUNDS		89,037,717.74	84,009,919.74	85,645,262.07	84,493,994.74

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Approval of Minutes
Submitted by: Ann Meisch, City Clerk	**Department:** City Clerk
Brief Summary: To approve minutes of the May 11th Commission Worksession and the May 12th 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:	**Name the Policy/Ordinance Followed:**

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

May 11, 2026 @ 5:30 PM

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

MINUTES

The Commission Worksession Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Monday, May 11, 2026.

Present: Mayor Ken Johnson, Commissioners Jay Kilgo, Willie German, Jr., Kiley Jackson, Katrina Kochin (left at 8:00 p.m.), and Rebecca St. Clair, City Manager Jonathan Seyferth, and City Clerk Ann Marie Meisch
Absent: Vice Mayor Destinee Keener

2026-30 NEW BUSINESS

A. Energy Performance Contract Public Works

Director of Public Works, Dan VanderHeide, presented the results of the development phase of the Energy Performance Contract, including final scope and pricing.
In October of last year, the City entered into a Project Development Agreement with Johnson Controls, Inc. (JCI), which itself was a precursor to an Energy Performance Contract (EPC). The goals of the EPC include improvements to the DPW facility and energy-saving improvements to that facility and others throughout the City. JCI has spent the last 6 months or so working with staff to narrow the scope of the work and prepare financials associated with the contract.
Business Development Leader Chris Downs, Energy Solutions Development Engineering Manager John Crawford, and Area General Manager Brad Estadt of JCI presented more details on the EPC agreement, scope and financials.

B. Corridor Improvement Checklist Planning

Staff has created a Business Corridor Improvement Checklist that will assist commercial corridors with making improvements without the need of a formal corridor improvement plan.

Planning Director Mike Franzak and Development Analyst Isabela Gonzalez shared the document with Commission before ordering folders to incorporate the information.

C. Budget Presentation Manager's Office

City Manager Jonathan Seyferth gave a presentation on the FY 2026-27 Budget. He explained budget speak, revenues, expenses, enterprise funds, historical budget data, pension obligations, other post-employment benefits, and the five year budget and capital fund projection. A Public Hearing on the budget will be held at the regular Commission Meeting on May 26, 2026.

PUBLIC COMMENT

No public comments were made.

ADJOURNMENT

The Commission Worksession Meeting adjourned at 8:27 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

May 12, 2026 @ 5:30 PM

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

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, May 12, 2026. Dr. Rob Renberg from Anchor Point Bible Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Commissioners Jay Kilgo, Willie German, Jr., Katrina Kochin (left at 8:18 p.m.), and Rebecca St. Clair, City Manager Jonathan Seyferth, City Attorney Brennen Gorman, and City Clerk Ann Marie Meisch
Absent: Vice Mayor Destinee Keener and Commissioner Kiley Jackson

2026-31 HONORS, AWARDS, AND PRESENTATIONS

A. Recognition of Muskegon High School Lady Reds Manager's Office

Mayor Johnson recognized the Muskegon High School Lady Reds Basketball Team for becoming the first girls basketball team in Muskegon County to win a Michigan High School Athletic Association State Championship and presented certificates to those in attendance.

B. Recognition of Jessica Grimm City Clerk

The Michigan Association of Municipal Clerks is an organization that promotes and educates Michigan's Clerks. Through the Michigan Profession Municipal Clerk certification program, Clerks are recognized for their knowledge of the multifaceted Clerk's profession. Through Jessica's commitment to education and desire to obtain certification, she has obtained her Level One MiPMC certification, which clearly defines commitment to the Clerk's profession and the City of Muskegon.

C. Dangerous Building Enforcement Process Public Safety

Public Safety Director Tim Kozal and Inspector Steve Stout explained the process of dealing with Dangerous Buildings in the City of Muskegon.

D. Delta Sigma Theta Mayor's Office

Shameika Johnson, President of the Muskegon Heights Alumnae Chapter of Delta Sigma Theta Sorority Incorporated stated they are celebrating 113 years of Delta Sigma Theta Sorority Incorporated and are preparing to celebrate 50 years of the Muskegon Heights Alumnae Chapter on December 12. They are committed to the vision and legacy of their founders and charter members through service advocacy and community engagement. They are currently developing a comprehensive civic engagement strategy focused on voter education, voter rights, and community awareness. They hope to partner with the City to ensure residents are informed about local, state, and national elections understanding voting rights and remain engaged in the Democratic process. They also understand the role that homeownership plays in the generational wealth, particularly within the black community. They hope to collaborate with the community leaders and partners to help educate residents on homeownership opportunities, available resources, and pathways to long-term economic stability. Their chapter has continued advocating for black maternal health and access to Mental Health Services.

2026-32 PUBLIC HEARINGS

A. Neighborhood Enterprise Zone Certificates - 312 Edison Ct., 313 Edison Ct., and 315 Edison Ct. Economic Development

Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for new construction homes at 312 Edison Ct., 313 Edison Ct., and 315 Edison Ct.

Fish Partners LLC has submitted three applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of single-family homes at 312, 313, and 315 Edison Ct. 312 and 313 Edison Ct. will each feature three bedrooms and two and a half bathrooms. 315 Edison Ct. will feature four bedrooms and two and a half bathrooms. These proposed homes are located in an existing NEZ District. The estimated project costs for each of these homes is $575,000. The Neighborhood Enterprise Zone Act provides for the development and rehabilitation of residential housing located within eligible distressed communities. Approval of these applications would grant the future property owners a tax abatement that reduces their property taxes by approximately 50% for up to 15 years.

STAFF RECOMMENDATION: I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 312 Edison Ct., 313 Edison Ct., and 315 Edison Ct., and authorize the City Clerk and Mayor to sign the applications and resolutions.

The public hearing opened to hear and consider any comments from the

public. No public comments were made.

Motion by Commissioner Kilgo, second by Commissioner St.Clair, to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years at 312 Edison Ct., 313 Edison Ct., and 315 Edison Ct., and authorize the City Clerk and Mayor to sign the applications and resolutions.

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

MOTION PASSES

B. <u>Neighborhood Enterprise Zone Certificates - 541 Catherine Avenue, 551 Catherine Avenue, and 561 Catherine Avenue.</u> Economic Development

Staff is requesting the approval of Neighborhood Enterprise Zone (NEZ) certificates for 15 years for new construction homes at 541 Catherine Avenue, 551 Catherine Avenue, and 561 Catherine Avenue.
Habitat for Humanity of Kent County has submitted three applications for Neighborhood Enterprise Zone (NEZ) certificates for the construction of single-family homes at 541, 551, and 561 Catherine Avenue. Each home is estimated to cost $244,012 to construct. Habitat for Humanity of Kent County intends to sell these homes to households earning up to 80% of the Area Median Income (AMI).
The applicant has met all local and state requirements for the issuance of NEZ certificates. The Neighborhood Enterprise Zone Act provides for the development and rehabilitation of residential housing located within eligible distressed communities. Approval of these applications would grant the future property owners a tax abatement that reduces their property taxes by approximately 50% for up to 15 years.
STAFF RECOMMENDATION: I move to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years for the properties located at 541 Catherine Avenue, 551 Catherine Avenue, and 561 Catherine Avenue, and authorize the City Clerk and Mayor to sign the applications and resolutions.
The public hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner St.Clair, second by Commissioner Kochin, to close the public hearing and approve Neighborhood Enterprise Zone (NEZ) certificates for 15 years for the properties located at 541 Catherine Avenue, 551 Catherine Avenue, and 561 Catherine Avenue, and authorize the City Clerk and Mayor to sign the applications and resolutions..

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

Nays: None

MOTION PASSES

C. <u>Issuance of an Obsolete Property Certificate - 1937 Lakeshore Dr.</u> Economic Development

Pursuant to Public Act 146 of 2000, Lakeside Development Properties LLC has requested the issuance of an Obsolete Property Rehabilitation Certificate for the property located at 1937 Lakeshore Drive to support redevelopment of the site.

Lakeside Development Properties LLC has requested the issuance of an Obsolete Property Rehabilitation Certificate for the property located at 1937 Lakeshore Drive. If approved, the property's taxable value would be frozen at the pre-rehabilitation level for the duration of the certificate. The Obsolete Property Rehabilitation District for this site was previously established by the City Commission.

The applicant is proposing the redevelopment of the former Harbor Theater site as part of the Encore at Harbor Theater project, with an estimated total project cost of $3,665,733. The project has previously been before the City Commission for multiple incentive-related actions, including approval of a Commercial Redevelopment Act abatement and establishment of a Neighborhood Enterprise Zone district. Additionally, a prior Obsolete Property Rehabilitation Certificate associated with the former property owner was revoked.

At the time of initial incentive discussions, staff recommended utilization of incentives available under Public Act 255 of 1978, as amended. However, that program, along with Public Act 210 of 2005, expired at the end of 2025 and has not been extended by the State Legislature. While the State Senate approved legislation to extend the program, it has not advanced in the State House, and extension is not anticipated in the near term. At this time, there are no current tax abatements for this property.

Given the project timeline and anticipated construction start in spring, staff recommended that the applicant pursue an Obsolete Property Rehabilitation Certificate under Public Act 146 of 2000 prior to construction in order to support project financing.

The City's Internal Tax Committee has reviewed the application and supporting documentation. Based on its analysis and the applicable scoring criteria, which are consistent with the former Public Act 255 framework, the Committee recommends approval of the resolution granting an eight (8)-year Obsolete Property Rehabilitation Certificate.

STAFF RECOMMENDATION: I move to close the public hearing and approve the resolution for the issuance of an Obsolete Property Rehabilitation Certificate for 1937 Lakeshore Drive and authorize the City Clerk and Mayor to sign.

The public hearing opened to hear and consider any comments from the

public. No public comments were made.

Motion by Commissioner St.Clair, second by Commissioner German, to close the public hearing and approve the resolution for the issuance of an Obsolete Property Rehabilitation Certificate for 1937 Lakeshore Drive and authorize the City Clerk and Mayor to sign.

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

MOTION PASSES

D. <u>Brownfield Plan Amendment - Encore at Harbor Theatre, Lakeside Development Properties, LLC</u> Economic Development

Lakeside Development Properties, LLC is requesting approval of a Brownfield Plan Amendment. The Brownfield Redevelopment Authority (BRA) approved the original Brownfield Plan on April 14, 2026.

The proposed amendment will facilitate the redevelopment of the former Harbor Theatre site located at 1937 Lakeshore Drive through the use of Tax Increment Financing (TIF) to reimburse the developer for eligible environmental and site redevelopment activities. The project will support the creation of new residential units and commercial space.

The former Harbor Theatre, now referred to as the Encore, has remained vacant and blighted for an extended period. The redevelopment will consist of a three-story, 11-unit mixed-use building, with the lower level designated for commercial space and parking. The residential component will include three one-bedroom units, seven two-bedroom units, and one three-bedroom unit. The total estimated project investment is $3,750,000.

The Brownfield Plan Amendment includes the following eligible activities and costs: infrastructure and safety improvements necessary to support housing ($525,000); demolition ($165,000); Brownfield Plan Amendment preparation ($20,000); Brownfield Plan Amendment implementation ($10,000); contingency ($103,500); Authority administrative costs ($62,314); and Local Brownfield Revolving Fund (LBRF) capture ($360,460).

The reimbursement period is anticipated to extend through 2052, with the collection of TIF revenues beginning in 2027. The LBRF is projected to begin capturing revenue in 2049. The duration of the reimbursement period may be adjusted pending approval of a Neighborhood Enterprise Zone (NEZ) or Obsolete Property Rehabilitation Act (OPRA) certificate.

According to the City of Muskegon Housing Needs Assessment, there is a demonstrated need for 413 moderate-income for-sale homes and 322 high-income for-sale homes. This project contributes toward addressing those identified housing needs.

STAFF RECOMMENDATION: I move to close the public hearing and approve the resolution 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 St.Clair, second by Commissioner German, to close the public hearing and approve the resolution and authorize the Mayor and City Clerk to sign.

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

MOTION PASSES

PUBLIC COMMENT ON AGENDA ITEMS
Public comments received.

2026-33 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the April 13th Worksession Meeting and the April 14th Commission Meeting.
STAFF RECOMMENDATION: Approval of the minutes.

B. Recommendation to Award RFP for Grocery Market Analysis and Needs Assessment Economic Development

Staff recommends awarding a contract to Plante Moran Realpoint in the amount of $30,000 to complete a Grocery Market Analysis and Needs Assessment. The City issued an uncapped Request for Proposals to understand the full range of costs for this type of study. Community partners, including the Muskegon Lakeshore Chamber of Commerce and Greater Muskegon Economic Development, support the project and are pursuing grant funding to help offset costs.
In January, the City issued a Request for Proposals (RFP) for a Grocery Market Analysis and Needs Assessment to better understand local food access, market conditions, and opportunities for future grocery development. The RFP was issued without a predefined budget in order to assess the full range of costs and approaches from qualified firms.
This initiative was informed through ongoing discussions with community partners, including the Muskegon Lakeshore Chamber of Commerce and Greater Muskegon Economic Development, both of whom have expressed support for the project and are currently pursuing grant funding through the community foundation to help offset associated costs. As part of these discussions, partners indicated a willingness to contribute toward the project

cost, and the $30,000 proposal from Plante Moran Realpoint was identified as a feasible shared investment.
In accordance with the City's purchasing policy, the RFP resulted in thirteen (13) proposals, with bids ranging from $24,500 to just over $104,000. Late submissions were not considered in compliance with purchasing requirements.
Staff conducted an initial review and shortlisted three firms based on qualifications, project approach, and cost:
Hafezi Capital LLC ($25,000)
New Venture Advisors ($53,000)
Plante Moran Realpoint ($30,000)
Staff also sought input from project partners, including the Muskegon Lakeshore Chamber of Commerce and Greater Muskegon Economic Development, both of whom expressed a preference for Plante Moran Realpoint based on the firm's experience and proposed project team.
Plante Moran Realpoint has proposed a qualified team to lead the market analysis and needs assessment and demonstrated a strong understanding of the project scope. Staff is recommending award of the contract in the amount of $30,000.
STAFF RECOMMENDATION: I move to approve the award of a contract to Plante Moran Realpoint in the amount of $30,000 for the completion of a Grocery Market Analysis and Needs Assessment, and authorize the Director of Development Services to execute the agreement.

C. <u>Sale of 1936 Brunswick to Newkirk Electric</u> Planning

Staff is seeking authorization to sell the City-owned vacant lot at 1936 Brunswick to Newkirk Electric.
Newkirk Electric would like to purchase the City-owned buildable lot, 1936 Brunswick, for $30,000.00 (True Cash Value as determined by the Assessor) plus half of the closing costs and the fee to register the deed. Newkirk Electric will be using the lot for outdoor storage on the property after the acquisition of adjacent parcels.
STAFF RECOMMENDATION: Authorize the Code Coordinator to complete the sale of 1936 Brunswick, as described in the purchase agreement, with a condition that closing be scheduled after landscaping (Arborvitaes) is revived along Laketon Ave., and to have the Mayor and Clerk sign the purchase agreement.

D. <u>Big Belly Trash Compactors Contract Renewal</u> DPW- Parks

Staff requests authorization to enter into a 36-month renewal agreement with BigBelly for continued operation and servicing of the City's 13 smart solar-powered trash compactors at an annual cost of $18,476.
The City of Muskegon first deployed 13 BigBelly smart compactors as part of a pilot initiative approved by the City Commission in 2022. The units were installed along the shoreline at Pere Marquette Park and at Margaret Drake Elliott Park.

They were selected to address aesthetics, reduce windblown litter, and improve operational efficiency.
During the previous term, the compactors provided several benefits based on staff experience and system data:
Reduced frequency of trash collection due to on-site compaction
Decrease in windblown trash compared to open metal receptacles
Remote monitoring that allowed staff to dispatch collection only when needed
Units remained durable in beach conditions, including sand and high winds
Enclosed design improved cleanliness and visitor experience
The new proposal from BigBelly outlines a renewal of the Connect Service Agreement for the upcoming 36-month term of May 23, 2026, through May 22, 2029. The annual cost for all 13 compactors is $18,476, which is less than the cost of hiring one seasonal employee, even before factoring in equipment, fuel, and supervision. The compactors are deployed in locations where high visitor volume makes it difficult to keep up with traditional trash cans. Food containers and bulky waste quickly fill standard cans, leading to overflowing bins and litter blowing across the beach. BigBelly's compaction system greatly reduces the number of liners used, extends the time between collections, and keeps high-traffic areas significantly cleaner compared to standard receptacles.
The total cost of this 3-year contract is $55,430.
STAFF RECOMMENDATION: Move to authorize staff to enter into a 36-month renewal agreement with BigBelly for continued operation and servicing of the City's 13 smart solar-powered trash compactors at an annual cost of $18,476

E. <u>Parks - Toro Mower Purchase</u> DPW- Parks

The Parks Department is requesting authorization to purchase two Toro 3200 4wd mowers at a cost of $30,032 each from Spartan Distributors through the Sourcewell purchasing contract.
These units are part of our core mowing fleet and are essential for maintaining the more than 800 acres of public parkland, open space, and City-owned parcels cared for by Parks staff.
The Toro 3200 is a reliable mid-size mower that performs well across a wide variety of park environments. These new units will replace aging equipment that has far exceeded their recommended lifespan. Procuring two new 3200s will improve fleet reliability, reduce downtime from mechanical failures, and ensure that staff can maintain mowing schedules during periods of heavy growth.
The proposed mowers have a 6-foot cutting width and an effective mowing capacity suitable for daily use across neighborhood parks, roadside parcels, and smaller open areas where larger mowers cannot operate efficiently.
Adding these two units will increase overall productivity by allowing crews to cover more acreage per day and distribute workload across a broader, more dependable fleet.
The purchase also supports long-term cost efficiency. New units carry significantly lower maintenance costs and reduce the amount of staff time

dedicated to repairs on older mowers. These mowers are eligible for purchase through the Sourcewell cooperative purchasing program. Sourcewell bids products and services nationwide and allows member agencies to purchase at the same low bid price, which satisfies the City's competitive purchasing requirements and ensures contract pricing is in line with national standards.
STAFF RECOMMENDATION: Authorize the purchase of two Toro 3200 mowers at a cost of $30,032 each from Spartan Distributors through the Sourcewell purchasing contract.

F. Equipment Division: Purchase of Five (5) 2026 F-250's Public Works

The equipment division is requesting to purchase five 2026 F-250's from Gorno Ford for a total of $233,045. These vehicles would replace 4 Parks Department vehicles and 1 traffic vehicle.
For the Parks Department, these vehicles will transport employees and equipment to parks throughout the City. F-250's are required as they will tow trailers, and some of the staff are responsible for plowing alleys in the Winter. The traffic truck is used to haul road barricades, street signs, and a mobile arrow board for road construction. The vehicles being replaced are between 15 and 25 years old. These older vehicles require more maintenance and have significantly lower fuel efficiency than the new option.
As of now, there is no electric vehicle option with the towing and plowing capabilities required for these vehicles. Gorno Ford is a MI-Deal vendor. MI-Deal is a voluntary state purchasing program that allows local units of government to use State of Michigan prebid contracts.
Please note this is not a general fund expense.
STAFF RECOMMENDATION: I move to approve the purchase of five (5) 2026 F-250's from Gorno Ford for the amount of $233,045.

G. Filtration HVAC Service Agreement Public Works

Staff is requesting authorization to renew an Energy Service Agreement (ESA) with Hurst Mechanical for HVAC equipment located at the Filtration Plant.
The Water Filtration Plant's HVAC system comprises several pieces of equipment, including 2 hot water boilers and associated equipment, 2 dehumidifiers, 4 heating/coolant units, and 4 back flow prevention devices. Our current ESA was approved in April 2023 and currently expires at the end of April 2026.
This renewal includes 2 visits a year at a cost of $4,687 each year for a total of $14,061 over 3 years. This pricing has not changed from the previous 3 years. Inspections, preventative maintenance, filters, CSD-1 inspections on both boilers, as well as backflow preventer inspections are all included in this ESA. Any issues found during inspection will be quoted and need approval prior to work being performed. This ESA also includes a 10% discount on labor for any issues discovered during inspections.

Quotes were solicited from 3 mechanical contractors, Northern Boiler, Franklin-Holwerda Company (FHC), and Hurst Mechanical. Northern was unable to provide a quote and FHC has not responded. Hurst Mechanical has been a reliable and knowledgeable contractor that is familiar with the equipment.
STAFF RECOMMENDATION: I move to authorize staff to renew the City's Energy Service Agreement (ESA) for the Water Filtration Plant HVAC equipment with Hurst Mechanical for 3 - years.

H. <u>Amendment to the Zoning Ordinance - Waterfront Setbacks in FBC, LMR.</u> Planning **(REQUIRES SECOND READING)**

Staff-initiated request to amend Section XX of the zoning ordinance to change the required front setbacks for waterfront properties in the Lakeside Mixed Residential context area.
The Lakeside Mixed Residential context area has a front build-to-zone of 5-12 feet. The Form-Based Code allows waterfront properties to consider either the street side or the waterfront side as the front of the property. This means that a building may be required to be placed anywhere from 5 to 12 feet from the property line facing the water. Since all of the property may not be above the ordinary high watermark, and also since water levels fluctuate, it would not be possible to place a building this close to the water in many situations.
Staff is proposing to amend the ordinance to require waterfront properties to only build above the ordinary high watermark and not to have a traditional setback from the waterfront property line.
The Lakeside Mixed Residential context area allows detached houses, duplexes, rowhouses, small multiplexes, and cottage retail buildings.
The Planning Commission unanimously (5-0, 4 members absent) recommended approval of the amendment.
STAFF RECOMMENDATION: I move the request to amend Section XX of the zoning ordinance to change the required front setbacks for waterfront properties in the Lakeside Mixed Residential context area be approved.

I. <u>Amendment to the Zoning Ordinance - Several Changes to the Form Based Code</u> Planning **(REQUIRES SECOND READING)**

Staff-initiated request to amend Section XX of the zoning ordinance to remove/edit several areas of the form-based code.
Staff is proposing several amendments to the Form-Based Code (FBC). The reasoning behind these amendments is as follows:

- The FBC has been used for over 10 years now, staff have noticed some regulations that need to be removed or revised.
- Rezonings have brought about multiple expansions across eight neighborhoods (Nelson, Lakeside, Nims, Jackson Hill, Campbell Field, Northeast, Angell, McLaughlin).

- Creation of new Context Areas specific to the Lakeside Business District and adjacent residential areas in May 2019. Modeled after, but never fully integrated into the original FBC document.
- Continued rezonings/expansion anticipated to implement the goals of the Master Land Use Plan.
- Eliminate redundancies to improve readability for users and generally make the document more accessible.
- Simplify regulations to ensure that the code regulates the things that it should be, and not the things it shouldn't be.
- Opportunity to address document formatting as the Zoning Ordinance transitions to the Municode platform.

In general, the proposed updates include:

- Updated wording to be more specific, clear, or concise, where necessary.
- Eliminated redundant language and references to Zoning Ordinance sections with overlapping regulations.
- Corrected Zoning Ordinance section references throughout.
- Removed unhelpful regulations that have minor effect on intended results.
- Removed "suggested" regulations, some of which will be used to draft actual regulations.

The Planning Commission unanimously (5-0, 4 members absent) recommended approval of the amendments.
STAFF RECOMMENDATION: I move the request to amend Section XX of the zoning ordinance to edit several areas of the form-based code be approved as presented.

J. <u>Equipment Division: 2026 Ford Explorer Fire Department</u> Public Works

Staff is requesting to purchase a 2026 Ford Explorer from Gorno Ford for $46,610 to replace an existing vehicle in the Fire Department.
The Equipment division would like to purchase a 2026 Ford Explorer from Gorno Ford through the MI-Deal program for $46,610. The current vehicle being used is a retired police vehicle that is 10 years old. An updated version would reduce maintenance costs, increase fuel economy, and ensure reliable transportation for first responders. This vehicle will be red so it will represent our Fire Department well. Hybrid or electric versions of this vehicle are not readily available. Gorno Ford is a MI-Deal vendor. MI-Deal is a statewide voluntary purchasing program that allows local governments to use state bid contracts.
STAFF RECOMMENDATION: I move to authorize the purchase of a 2026 Ford Explorer from Gorno Ford for the amount of $46,610.

P. <u>Development and Reimbursement Agreement — Encore at Harbor Theatre, 1937 Lakeshore Dr.</u> Economic Development

Lakeside Development Properties, LLC is seeking approval of the development and reimbursement agreement for their Encore at Harbor Theatre, 1937 Lakeshore Dr. project.
The draft development and reimbursement agreement between the Brownfield Redevelopment Authority (BRA), the City of Muskegon, and the developer extends through 2052, or until all eligible activities have been reimbursed though tax increment financing (TIF) capture, whichever occurs first.
The Brownfield Plan Amendment was approved by the BRA on April 14, 2026, and the development and reimbursement agreement was approved on May 12, 2026.
The development and reimbursement agreement complements the Brownfield Plan Amendment by defining the specific terms, conditions, and timeline for reimbursement.
STAFF RECOMMENDATION: I move to approve the development and reimbursement agreement as presented and to authorize the Mayor and City Clerk to sign.

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

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

MOTION PASSES

<u>2026-34 ITEMS REMOVED FROM THE CONSENT AGENDA</u>

K. <u>Steele Middle School Purchase and Development Agreement</u> Economic Development

Staff is requesting that the City of Muskegon be made party to the Steele Middle School Redevelopment Agreement to ensure compliance.
For several months, staff has been working with the City Attorney as well as representatives from Muskegon Public Schools and the Q9 Development Group, LLC in order to ensure that the neighbors in Steele neighborhood are secured in any redevelopment agreement. Namely, staff wanted to ensure that in the event of non-performance of the proposed redevelopment that the City of Muskegon could quickly gain site control of the project. This is in order to avoid the school site sitting vacant and deteriorating for several years which leads to a more difficult prospect of eventual investment.
The agreement essentially splits the Steele Middle School site into two halves, with the vacant land comprising the football field and some of the parking immediately deeded to Q9 for single-family housing redevelopment. The half

that is made up of the school building and the remaining parking will be conveyed to the City of Muskegon, with Q9 being granted the exclusive option to purchase, as long as they hit certain development milestones on the housing phase of the project. Specifically, Q9 must complete the housing component within 5 years after closing or make sufficient progress, defined as 80% of the housing having a certificate of occupancy. There is also a milestone at 2 years, which requires the developer to have invested at least 3 million dollars of hard costs into the housing phase of the project.
At that point, the City will deed the property to Q9, and they will have 5 years to complete or make substantial progress to the planned community fitness facility that is planned for the Steele Middle School building site. They again have a 2 year milestone after closing on the building to invest 4 million dollars into the project. If at any point they fail to meet milestones, the school building could revert to the City so we can responsibly pursue redevelopment or demolition.
STAFF RECOMMENDATION: Motion to approve the Purchase and Development Agreement as presented, and to authorize the Mayor and Clerk to sign.

Motion by Commissioner German, second by Commissioner Kilgo, to approve the Purchase and Development Agreement as presented, and to authorize the Mayor and Clerk to sign.

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

MOTION PASSES

L. <u>Amendment to the Harbor 31 Planned Unit Development (PUD)</u> Planning **(REQUIRES SECOND READING)**

Request to amend the Harbor 31 Planned Unit Development (PUD) at 600 Shoreline Dr. (PUD address) for a new residential development at 170 Viridian Dr. (development address), and to amend the waterfront access paths within Harbor 31.
The proposed development is located within the Harbor 31 Planned Unit Development (PUD). Much of the interior of the subject parcel is considered a wetland and is prohibited from development by the Michigan Department of Environment, Great Lakes, and Energy (DELEG). The areas restricted from development are enclosed by split rail fencing and are considered an environmental easement.
The project consists of four large multiplex buildings, each containing 12 units, for a total of 48 units. There are 67 off-street parking spaces and five parking spaces in the terrace proposed.
Large multiplex buildings are an allowed building type in this context area. However, the location of the wetlands prohibits traditional building and parking

placement, requiring the need to amend the PUD. The initial project for this parcel was townhomes, but the environmental easements caused issues with the site layout.
A portion of the Grand Valley State University (GVSU) parking lot to the west of the development actually encroaches onto the Meadows property. This will have to be removed prior to construction. Page 2 of the site plan depicts the existing parking lot in relation to the proposed development, and Page 3 depicts what the revised GVSU parking lot could look like, although this is not a finalized concept. GVSU will have to apply to the city to reconfigure their parking lot.
A stormwater management permit application will need to be submitted to the Engineering Department, and the original storm water management permit for the overall site may need to be modified if changes to the original management plan are contemplated.
Notice was sent to all addresses within 300 feet of the property. At the time of this writing, staff had received one comment from the public. Kevin Murphy, who is an owner of the Vida Nova condominiums, made several comments regarding issues he has with the overall development of Harbor 31. His comments appear to be issues with the Harbor 31 board, the lack of boardwalk signage for the public, and issues with the placement of electrical equipment, but there were no specific comments about the proposed development.
Staff recommends approval of the request with the condition that the western path to the boardwalk is installed and functional before Certificates of Occupancy are issued for the Meadows.
The Planning Commission unanimously recommended approval of the request with the following conditions:

1. The stormwater permit must be updated with the Engineering Dept.
2. The Certificates of Occupancy for the Meadows are not issued until the western path to the boardwalk is constructed and usable and includes a public access sign.
3. Any street trees removed for terrace parking must be replaced elsewhere within Harbor 31, as approved by staff.
4. The landscaping plan shall be revised to include an additional 10 canopy trees on-site, including at least two per parking lot.
5. The drive entrance to the north be realigned, as approved by staff. The eight parking spaces in this area must also be removed.

The site plan has been updated since the Planning Commission meeting and has addressed items 3–5.
STAFF RECOMMENDATION: I move the request to amend the Harbor 31 Planned Unit Development for a new residential development at 170 Viridian Dr, and to amend the waterfront access paths within Harbor 31, be approved with the

following conditions:
1. The stormwater permit must be updated with the Engineering Dept.
2. The Certificates of Occupancy for the Meadows are not issued until the western path to the boardwalk is constructed and usable and includes a public access sign.

Motion by Commissioner Kilgo, second by Commissioner St.Clair, to move the request to amend the Harbor 31 Planned Unit Development for a new residential development at 170 Viridian Dr, and to amend the waterfront access paths within Harbor 31, be approved with the following conditions:
1. The stormwater permit must be updated with the Engineering Dept.
2. The Certificates of Occupancy for the Meadows are not issued until the western path to the boardwalk is constructed and usable and includes a public access sign.

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

MOTION PASSES (Requires Second Reading)

2026-35 CLOSED SESSION

A. Attorney/Client Communication City Clerk

Motion by Commissioner St.Clair, second by Commissioner Kilgo, to go into Closed Session to consider material exempt from discussion or disclosure under State or Federal Statute as an attorney client communication.

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

MOTION PASSES
Motion by Commissioner German, second by Commissioner St.Clair, to come out of Closed Session.

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

MOTION PASSES

2026-34 CONTINUATION OF ITEMS REMOVED FROM THE CONSENT AGENDA

M. Purchase of Vacant Lot at 1338 Arthur for Future Housing Infill Economic Development

This lot is ideal for infill housing and is being offered to the City with a waiver of the Land Bank "5 in 50 Rule" for $3,500.

STAFF RECOMMENDATION: Motion to approve the lot purchase agreement as presented for 1338 Arthur and to authorize the Mayor and Clerk to sign.

Motion by Commissioner Kilgo, second by Commissioner St.Clair, to approve the lot purchase agreement as presented for 1338 Arthur and to authorize the Mayor and Clerk to sign.

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

MOTION PASSES

N. <u>SafeBuilt Contract Amendment</u> Public Safety

Approve two amendments to the SafeBuilt contract:
1. Liquor license fees and re-inspection fees to be deleted in their entirety.
2. Rental program fee schedule change.
    - A 3% inflator will be implemented January 01, 2027 and every January 1st thereafter through December 31, 2029.
    - A rate-opener will be held to determine the rate for years beginning January 01, 2030 and thereafter.
    - Rental Program Revenue Sharing shall be subject to a 50/50 split for all annual revenue in excess of $400,000. The City shall retain the first $400,000 in annual revenue.

STAFF RECOMMENDATION: Motion to approve the amended contract.

Motion by Commissioner Kilgo, second by Commissioner German, to approve the amended contract.

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

MOTION PASSES

O. <u>Police Patrol Wage Union Contract Agreement</u> Public Safety

Updated wage scale and wage adjustment effective July 1, 2026, for the Muskegon Patrol Union.
The current Patrol Union Contract did not include updated wages for the last two years of the contract, which required discussions with the union to finalize. The City and the Muskegon Patrol Union agreed to a new wage scale and wage adjustment for calendar years 2027 and 2028. These adjustments are set forth in Appendix A. These wage adjustments shall occur on July 1 of each calendar year, starting July 1, 2026, and are built into the FY 2026-27 budget.

STAFF RECOMMENDATION: Motion to approve the Memorandum of Agreement between the City of Muskegon and the Fraternal Order of Police Labor Council.

Motion by Commissioner German, second by Commissioner Kilgo, to approve the Memorandum of Agreement between the City of Muskegon and the Fraternal Order of Police Labor Council.

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

MOTION PASSES

Q. <u>Muskegon Farmers Market Grant & Professional Services Authorization</u> City Clerk

Staff is seeking approval to accept a state grant in the amount of $481,267 from the MI Department of Agriculture and Rural Development (MDARD) as well as approval of a Professional Services Authorization for the renovation and expansion of the Muskegon Farmers Market (MFM).
The City recently received a State grant from MDARD in the amount of $481,267 for the expansion of Kitchen 242 as well as expansion of the barn at the Muskegon Farmers Market (MFM). Kitchen 242 is a licensed shared-use commercial kitchen that supports food entrepreneurs, value-added producers, and farmers. It is a critical link between local agriculture and affordable food access. The initial phase of the project would include using approximately $231,267 of the grant to increase the commercial kitchen capacity to support additional food entrepreneurs, year-round production, and small business growth. The second phase of the project would include utilizing $250,000 of the grant to begin expansion efforts of the barn to offer year-round food access. The expectation is that this renovation and expansion will allow for increased winter capacity, additional vendor stalls, and enhanced programming space. This is the largest capital component and would proceed as additional funding sources are secured.
State grant funds must be spent by 12/31/27. The total project cost will be finalized as design and bidding are completed. Preliminary estimates are $1.5-2M. The MDARD grant provides approximately a third of the funding. A community capital campaign will be conducted to secure the balance. Staff has worked with Integrated Architecture to develop a Professional Services Authorization Agreement to develop this full project scope of work. The professional services would be paid using the grant funds.
The Muskegon Farmers Market (MFM) has always served as a cornerstone of food access, local economic development, and community connection in Muskegon County. The City of Muskegon is appreciative that these state funds will support 100+ food-based small businesses annually; drive substantial

seasonal foot traffic to downtown Muskegon; circulate Federal nutrition assistance dollars directly to local farmers; serve as an entry point for emerging food entrepreneurs; and strengthen the West Michigan regional food system.
STAFF RECOMMENDATION: I move to accept the State MDARD grant funding in the amount of $481,267, and authorize the City Clerk to sign the Professional Service Authorization Agreement.

Motion by Commissioner St.Clair, second by Commissioner German, to accept the State MDARD grant funding in the amount of $481,267, and authorize the City Clerk to sign the Professional Service Authorization Agreement.

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

MOTION PASSES

2026-36 NEW BUSINESS

A. Concurrence with the Housing Board of Appeals Notice and Order to Demolish 779 Yuba Street Public Safety

This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure at 779 Yuba Street is unsafe, substandard, public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for the demolition with the lowest responsible bidder.
STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish.

Motion by Commissioner St.Clair, second by Commissioner Kilgo, to concur with the Housing Board of Appeals decision to demolish.

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

MOTION PASSES

ANY OTHER BUSINESS

Mayor Johnson commented on the violence that occurred after the prom party in a neighboring municipality. There are a lot of unknown answers at this time, but he encouraged us to love and invest in our youth. If you know something about this incident, say something.

GENERAL PUBLIC COMMENT

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 10:08 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Amendment to the Zoning Ordinance - Waterfront Setbacks in FBC, LMR. **(SECOND READING)**
Submitted by: Mike Franzak, Planning Director	**Department:** Planning

Brief Summary:
Staff-initiated request to amend Section XX of the zoning ordinance to change the required front setbacks for waterfront properties in the Lakeside Mixed Residential context area.

Detailed Summary & Background:
The Lakeside Mixed Residential context area has a front build-to-zone of 5-12 feet. The Form-Based Code allows waterfront properties to consider either the street side or the waterfront side as the front of the property. This means that a building may be required to be placed anywhere from 5 to 12 feet from the property line facing the water. Since all of the property may not be above the ordinary high watermark, and also since water levels fluctuate, it would not be possible to place a building this close to the water in many situations.

Staff is proposing to amend the ordinance to require waterfront properties to only build above the ordinary high watermark and not to have a traditional setback from the waterfront property line. Please see the attached "proposed amendment."

The Lakeside Mixed Residential context area allows detached houses, duplexes, rowhouses, small multiplexes, and cottage retail buildings.

The Planning Commission unanimously (5-0, 4 members absent) recommended approval of the amendment.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:
Zoning Ordinance

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested: N/A	**Budgeted Item:** Yes | | No | | N/A | X |
Fund(s) or Account(s): N/A	**Budget Amendment Needed:** Yes | | No | | N/A | X |

Recommended Motion:
I move the request to amend Section XX of the zoning ordinance to change the required front setbacks for waterfront properties in the Lakeside Mixed Residential context area be approved.

Approvals:

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

Guest(s) Invited / Presenting:
No

Forecourt Frontage: A frontage option where the facade of the building that faces the front street is at or near the right-of-way line and a small percentage of the facade is set back, creating a small courtyard space. The courtyard area is not covered. Forecourts used in conjunction with Mixed-Use Building Types shall have a storefront where the forecourt and courtyard space shall be used as an additional shopping space or restaurant seating area.

Form Based Code Area: The area on the City of Muskegon Zoning Map (located in Article III, Section 300 of the City Zoning Ordinance) that is designated as a Form Based Code District. Lots or parcels located in the Form Based Code Area are regulated by the Muskegon Form Based Code.

Front Street: The property lines of a parcel that are along the street of address for the parcel or building. Refer also to side street. The waterfront is considered an additional front street in instances where buildings face the waterfront and a street of address.

Frontage Type: The privately owned area between the frontage line and the building façade. Private frontages are applied to Building Types to ensure that the building adequately engages the street, sidewalk and public realm. Private frontages are specific to Building Types and are defined in subsections for each specific Building Type in Section 2006. Each Building Type has many options for frontage types and therefore the specific project requirements will determine what frontage may be used. Selection of frontages are at the discretion of the land owner or development team.

Ground Cover: Grass, vegetative cover, or other living landscape.

Ground Sign: A free-standing permanent sign that is mounted directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.

H

DEFINITIONS "H"

Height, Building: The number of stories permitted by the Context Area (Section 2005), with the actual measurement of individual story height determined according to specific Building Types in Section 2006. Measurement of story height is the distance between the floor and ceiling of that story.

Horizontal Expression Band: An architectural element on buildings that acts as an upper termination for the storefront frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Sign Band.

I

DEFINITIONS "I"

Illuminated Sign: A sign that is illuminated by an internal or external light fixture.

Internally Illuminated Sign: A sign that is illuminated by an internal light fixture.

2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.05 for building site placement.

A. Front Build-to-Zone (at front street):
   - Required build-to-zone from 5 to 12 feet from front property line.

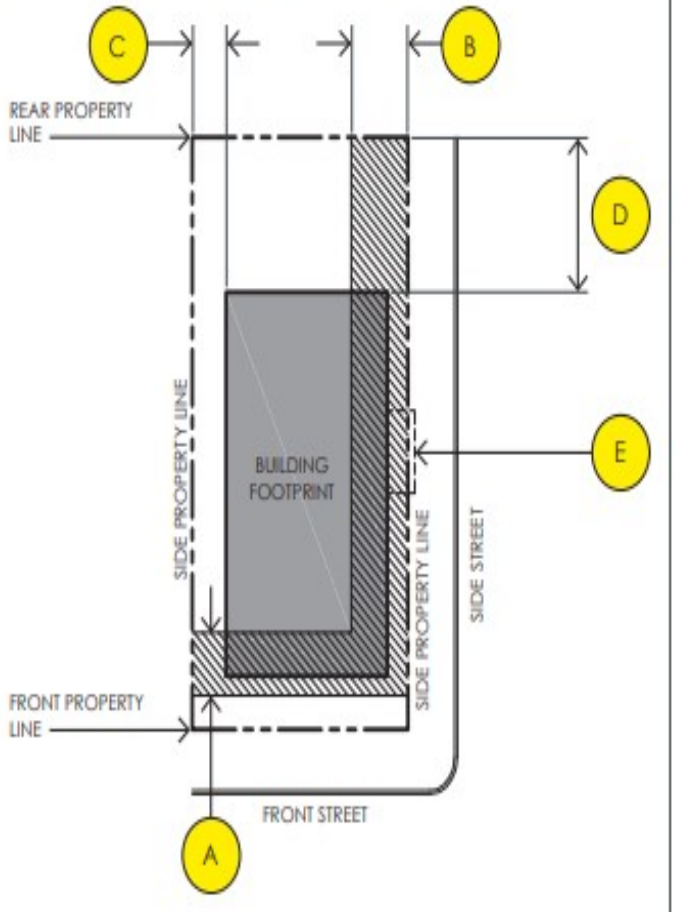
B. Side Build-to-Zone (at side street):
   - Required build-to-zone from 0 to 12 feet from side property line.

C. Side Setback (at non-street locations):
   - 0 feet from side property line.

D. Rear Setback:
   - 0 feet from rear property line.

E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.

ILLUSTRATION 5.05 BUILDING SITE PLACEMENT



2005.07 LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

BUILDING TYPE WITH FRONTAGE OPTION		LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA		
		PERMITTED IN CONTEXT AREA	BUILDING HEIGHT	BUILDING LOT SIZE
MIXED-USE BUILDING TYPE	with STOREFRONT			
	with BALCONY			
	with TERRACE			
	with FORECOURT			
	with DRIVE-THROUGH			
RETAIL BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with DRIVE-THROUGH			
FLEX BUILDING TYPE	with STOREFRONT			
	with TERRACE			
	with FORECOURT			
	with DOORYARD			
COTTAGE RETAIL BUILDING	with STOREFRONT	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with DOORYARD	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
	with STOOP	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 80' max. Lot Depth: 80' min.
LIVE / WORK BUILDING TYPE	with STOREFRONT			
	with DOORYARD			
	with LIGHTWELL			
	with STOOP			
LARGE MULTI-PLEX BUILDING TYPE	with FORECOURT			
	with DOORYARD			
	with STOOP			
	with PROJECTING PORCH			
SMALL MULTI-PLEX BUILDING TYPE	with STOOP	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story max. / 2 story min.	Lot Width: 50' min. / 80' max. Lot Depth: 100' min.
ROWHOUSE BUILDING TYPE	with LIGHTWELL			
	with STOOP	By Right	2 story building required	Lot Width: 16' min. / 30' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	2 story building required	Lot Width: 16' min. / 30' max. Lot Depth: 100' min.
DUPLEX BUILDING TYPE	with STOOP	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story cond.* / 2 story min.	Lot Width: 35' min. / 60' max. Lot Depth: 100' min.
DETACHED HOUSE BUILDING TYPE	with STOOP	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
	with PROJECTING PORCH	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
	with ENGAGED PORCH	By Right	3 story cond.* / 1 story min.	Lot Width: 25' min. / 60' max. Lot Depth: 100' min.
CARRIAGE HOUSE BUILDING TYPE		By Right	2 story max. / 1 story min.	Not Applicable - Carriage House Building Type must be used as an accessory building to another building type (refer to Section 2006)
CIVIC BUILDING TYPE		By Right	2 story max. / 1 story min.	Lot Width: 25' min. / 150' max. Lot Depth: 100' min.

Shaded areas represent Building Types and / or frontages that are not permitted in specified Context Area.

* Building height labeled Conditional is permitted if fronting Lakeshore Drive.

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.05 for building site placement.

A. Front Build-to-Zone (at front street):
- Required build-to-zone from 5 to 12 feet from front property line.
- For waterfront properties, buildings using the waterfront as the front street shall only be located above the ordinary high water mark. In this case, the building may extend to, but not beyond, the build-to-zone at the street.

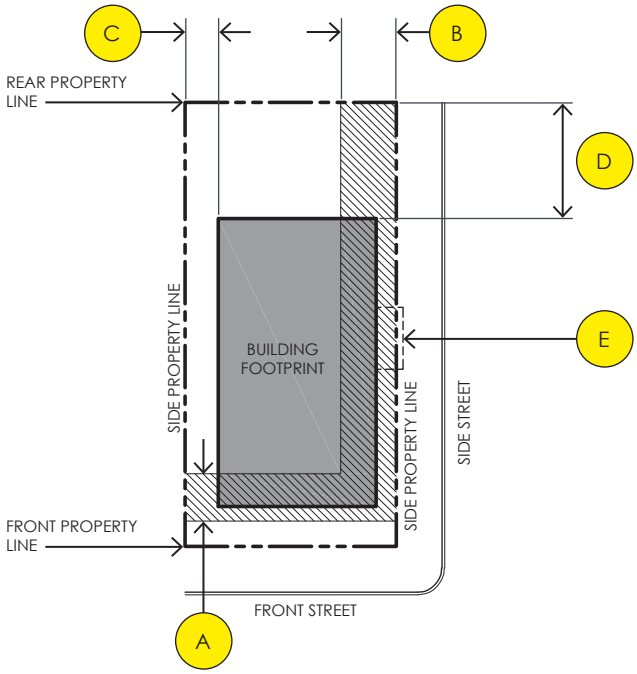
B. Side Build-to-Zone (at side street):
- Required build-to-zone from 0 to 12 feet from side property line.

C. Side Setback (at non-street locations):
- 0 feet from side property line.

D. Rear Setback:
- 0 feet from rear property line.

E. Encroachments: Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way as indicated in Section 2003.02.

ILLUSTRATION 5.05 BUILDING SITE PLACEMENT



5.0 PARKING PLACEMENT

Refer to Illustration 5.06 for on-site parking placement.

A. Front Setback:
- 40 feet minimum from front property line.

B. Side Setback (from side street):
- 5 feet minimum from side property line.

C. Side Setback (from non-street locations):
- 0 feet from side property line.

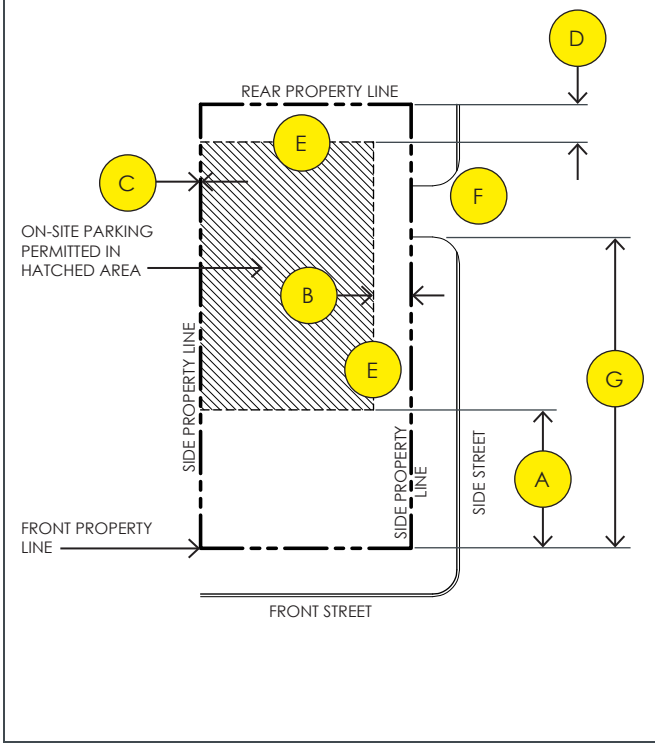
D. Rear Setback:
- 0 feet from rear property line at non-street locations.
- 5 feet from rear property line at street locations.

E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.

F. Parking / service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.

G. Driveway access location:
- Corner lot: 40 feet minimum from street corner.
- Interior lot: within 5 feet of side property line, when alley is not available.

ILLUSTRATION 5.06 PARKING PLACEMENT



CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section XX of the zoning ordinance to amend the front setback requirements for Form Based Code, Lakeside Mixed Residential districts.

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann 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 12th day of May 2026, 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: _____, 2026. _____

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 May 12, 2026, the City Commission of the City of Muskegon adopted an ordinance to amend Section XX of the zoning ordinance to amend the front setback requirements for Form Based Code, Lakeside Mixed Residential districts.

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 _____, 2026. CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Amendment to the Zoning Ordinance - Several Changes to the Form Based Code **(SECOND READING)**
Submitted by: Mike Franzak, Planning Director	**Department:** Planning

Brief Summary:
Staff-initiated request to amend Section XX of the zoning ordinance to remove/edit several areas of the form-based code.

Detailed Summary & Background:
Staff is proposing several amendments to the Form-Based Code (FBC). The reasoning behind these amendments is as follows:

- The FBC has been used for over 10 years now, staff have noticed some regulations that need to be removed or revised.
- Rezonings have brought about multiple expansions across eight neighborhoods (Nelson, Lakeside, Nims, Jackson Hill, Campbell Field, Northeast, Angell, McLaughlin).
- Creation of new Context Areas specific to the Lakeside Business District and adjacent residential areas in May 2019. Modeled after, but never fully integrated into the original FBC document.
- Continued rezonings/expansion anticipated to implement the goals of the Master Land Use Plan.
- Eliminate redundancies to improve readability for users and generally make the document more accessible.
- Simplify regulations to ensure that the code regulates the things that it should be, and not the things it shouldn't be.
- Opportunity to address document formatting as the Zoning Ordinance transitions to the Municode platform.

In general, the proposed updates include:

- Updated wording to be more specific, clear, or concise, where necessary.
- Eliminated redundant language and references to Zoning Ordinance sections with overlapping regulations.
- Corrected Zoning Ordinance section references throughout.
- Removed unhelpful regulations that have minor effect on intended results.
- Removed "suggested" regulations, some of which will be used to draft actual regulations.

Jamie Pesch from the Planning Department will be giving a presentation on the proposed amendments at the meeting. Please see the attached "FBC Amendments" and "Amendment

Overview" documents.

The Planning Commission unanimously (5-0, 4 members absent) recommended approval of the amendments.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:
Zoning Oridnance

Goal/Action Item:
2027 Goal 1: Destination Community & Quality of Life

Amount Requested:
N/A

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
I move the request to amend Section XX of the zoning ordinance to edit several areas of the form-based code be approved as presented.

Approvals:

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

Guest(s) Invited / Presenting:
No

The following offers a summary of the proposed amendments to the Form Based Code:

- Introduction (remove pages i.1-i.12)
- Remove unneeded or intentionally blank pages (front cover, page after Table of Contents, i.12, 1.2, 2.4, 4.2, 5.12, 5.18, 5.30, 5.36, 5.42, 6.22, 6.32, 6.44, 6.54, 6.66, 6.78, 6.88, 6.98, 6.108, 6.118, 6.122, 7.18, 8.4, 10.10, page after 10.10, back cover, and four such pages in the Lakeside FBC document; increasingly a digital document rather than a print document)
- Section 2001 Title, Purpose, and Scope:
    - 2001.01 through 2001.02 (change “redevelopment” and “new development” to “development” to broaden scope based on definition in Zoning Ordinance)
- Section 2002 Applicability and Procedures:
    - 2002.00 (change “new development” to “development” to broaden scope)
- Section 2003 General Provisions:
    - 2003.06 Accessory Buildings and Structures (align with Section 2311, of the Zoning Ordinance).
    - 2003.08 Nonconformities (remove C, 1 Nonconforming Sign Removal Incentive)
    - 2003.09 Lighting (align with Section 2333, 20 of the Zoning Ordinance)
    - 2003.11 Fencing (align with Section 2333, 12-19 of the Zoning Ordinance)
    - 2003.12 Trash Enclosures (merge B and C for clarity)
- Section 2004 Subdivision and Access Standards:
    - 2004.01 Lot Requirements (minor changes to text to align with other Sections)
    - 2004.02 Block Requirements (reduce minimum block length from 500 to 200 feet and maximum from 1,250 to 800)
    - 2004.04 Driveway Requirements (change approver for shared driveway access agreements from City Attorney to Zoning Administrator)
    - 2004.06 Sidewalks (remove reference to Public Realm Standards)
- Section 2005 Context Areas and Use:
    - 2005.01 (remove reference to Context Area Map)
    - 2005.02 Context Area Map (replaced with official City of Muskegon Zoning Map; remove all references to active ground floor use requirement – the DT context area only allows mixed uses and it is impossible to predict the viability of commercial use in various areas)
    - 2005.03 Context Areas Overview (remove due to redundancy with following pages)
    - 2005.04 Summary of Building Types in Each Context Area (update table to include Lakeside FBC Context Areas)
    - 2005.05 through 2005.14 Context Areas (the following are changes repeated in all 10 Context Areas unless otherwise specified):
        - 1.0 Context Area Intent and Description (minor changes to text)
        - 2.0 Context Area Location (replace map with City of Muskegon Zoning Map)
        - Table 3.0 (update to change from 100 foot minimum lot depth to 3,000 square foot minimum lot area in FBC-NE and FBC-UR)
        - 4.0 Building Site Placement (eliminate redundant language in E to be more concise)
        - 5.0 Parking Placement (add language to G for clarity and update incorrect illustration labels)

        - Update page, section, and illustration numbers for newly incorporated Lakeside Context Areas

- Section 2006 Building Type Standards:
    - 2006.02 Building Types by Context Area (eliminate reference to 2006.06)
    - 2006.04 How to Use This Section (remove pages 6.2-6.4)
    - 2006.05 Standards for All Building Types (make language in I consistent)
    - 2006.06 Building Type Overview (remove due to redundancy with following pages)
    - Table 2006.07 (remove duplicate of Table 2005.04)
    - 2006.08 through 2006.19 Building Types:
        - 3.0 Building Size and Massing:
            - (For Building Types that permit Carriage Houses, allow for an attached garage and a Carriage House)
            - (Replace 48 foot maximum building depth with 20 foot minimum in lieu of secondary wings for Small Multi-Plex)
            - (Reduce Carriage House separation from main building from 10 feet to 6 feet and eliminate option to connect to main building with an uninhabitable space)
        - 4.0 Ground Floor Activation and Pedestrian Access (add language to Small Multi-Plex for Carriage House)
        - 5.0 Number of Units (add language to Small Multi-Plex for Carriage House)
        - 7.0 Facade Composition Requirements:
            - (Remove Pilaster requirement where applicable)
            - (Remove Transparency Street/Sidewalk Level reference)
            - (Relocate Transparency Upper Stories to Frontage Options section
            - (Remove clear glass requirement for windows on upper stories)
        - 8.0 Building Type Story Height (refine most height minimums to ranges for greater predictability)
        - 9.0 Building Type Frontage Options (update table to include Lakeside FBC Context Areas):
            - Location Requirements:
                - (Eliminate redundant encroachment language to be more concise)
            - Composition Requirements:
                - (Add stipulation that entry doors only need to be recessed when front setback is less than three feet)
                - (Remove Pilaster requirement and all references throughout)
                - (Relocate Transparency Upper Stories from Facade Composition Requirements)
                - (Remove requirement for Planning Commission review of outdoor seating areas at Storefront, Forecourt, and Dooryard Frontage Types)
                - (Make overhead doors regulation more concise and remove repeated reference image)
                - (Update illustration labels and incorrect illustration numbers)

- Updates for specific Frontage Types:
    - Terrace Frontage (allow on side streets and on more than 50% of the buildings on one block face)
    - Forecourt (minor revision to description and institute maximum area of 1200 square feet; remove erroneous Flex Building Frontage Location Requirements letter B)

- Section 2007 Public Realm Type Standards and all references throughout (remove – these are recommendations, rather than requirements, for new subdivisions – to be replaced with Street Design Standards)
- Section 2008 Off-Street Parking Standards:
    - 2008.00 through 2008.15 (clarify wording as to the purpose of this section, and improve alignment with Zoning Ordinance)
    - 2008.04 Access Standards (clarify priority of driveway placement options)
    - 2008.07 Establishment of Use Classes (remove Parking Use Class list and instead incorporate information into Permitted Uses Tables for each Context Area in Section 2005)
    - 2008.09 Shared Parking (remove obsolete section)
    - 2008.10 Parking Easements and Agreements (remove obsolete section)
    - 2008.11 Off-Street Parking Lot Design/Driveways (reduce separation of parking areas from buildings)
    - 2008.12 Parking Structures (Remove references to active use on the ground floor and reiterate the requirement for a Frontage Option)
- Section 2009 Sign Standards:
    - 2009.02 Sign Requirements (remove due to redundancy with following pages)
    - 2009.06 Sign Type Overview (remove due to redundancy with following pages)
    - 2009.07 through 2009.12 Sign Types (update to incorporate Lakeside FBC Context Areas)
    - Tables 2009.13 and 2009.14 (update to incorporate Lakeside FBC Context Areas)
- Section 2010 Form Based Code Definitions:
    - 2010.00 Applicability (eliminate duplicate definitions, unreferenced definitions, and definitions related to Section 2007 Public Realm Standards)

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SECTION 2001 TITLE, PURPOSE, AND SCOPE

2001.00 TITLE

The following document shall be known as the City of Muskegon Form Based Code.

2001.01 PURPOSE

The City of Muskegon Form Based Code is intended to support ~~re~~development within ~~downtown~~ Muskegon, including key waterfront areas and commercial districts through the establishment of building types, frontage types and street guidelines by creating a compact, transit-oriented development pattern that fosters walkable corridors, mixed uses, and a diversity of residential development. The City of Muskegon Form Based Code reflects the desires and outcomes of the 2003 Imagine Muskegon Plan, the 2008 Downtown and Lakeshore Redevelopment Plan, and the 2014 City of Muskegon Parking Strategy.

~~Red~~Development within the project area shall adhere to the provisions and standards established in this form based code in order to realize the vision set forth in the 2008 Downtown and Lakeshore Redevelopment Plan which was subsequently adopted as part of the city's Master Plan.

The City of Muskegon Form Based Code is a legal document regulating building types, frontage types and thoroughfare types wherever its Context Areas are applied. It shall do so in conjunction with the ~~municipal~~ City of Muskegon Zoning Ordinance for areas zoned Form Based Code (FBC) on the Zoning Map, by regulating land development to ensure a compact, urban form.

2001.02 SCOPE

The City of Muskegon Form Based Code is a mandatory code that applies to all ~~new~~ development ~~and redevelopment~~ within the boundaries of the Zoning Map or other locations within the municipality where the applicable Context Areas have been applied as outlined in 2002.00, Applicability. The boundaries generally include all lands that abut Muskegon Lake to the west, Spring Street to the north, Shoreline Drive to the south, and Muskegon Avenue to the east, as well as the 3rd Street Business District.

Within the City of Muskegon Zoning Ordinance, properties zoned and thus regulated by the City of Muskegon Form Based Code are within the Form Based Code (FBC) district. This district directs property owners and applicants to this Code for development standards. Wherever there is a conflict between the City of Muskegon Form Based Code and other sections of the City~~'s~~ of Muskegon Zoning Ordinance (as applied to particular development within the FBC district), the requirements specifically set forth in the Form Based Code shall prevail.

For development standards not covered by the City of Muskegon Form Based Code, the other applicable sections in the ~~municipal~~ City of Muskegon Zoning Ordinance shall apply. All development shall also comply with all other local, state or federal regulations and ordinances.

Throughout this Form Based Code, photographs are used for illustrative purposes only.

SECTION 2002 APPLICABILITY AND PROCEDURES

2002.00 APPLICABILITY

The City of Muskegon Form Based Code shall apply to development within the boundaries of the Form Based Code District depicted on the City of Muskegon official Zoning Map. Development shall include the following:

A. ~~New d~~Development.
B. Modifications to existing buildings:
    1. Building Footprint. Increasing or decreasing a building footprint by twenty-five percent (25%) or greater in area or when the cost of the addition is greater than or equal to fifty percent (50%) of the current assessed value of the building or structure. Phased construction to avoid compliance with this standard or breaking up construction such that the thresholds are avoided shall be prohibited.
    2. Building Facade.
        i. Increasing or decreasing the building facade transparency by more than fifty percent (50%). Phased construction to avoid compliance with this standard or breaking up construction such that the 50% threshold is avoided shall be prohibited.
        ii. Building facades over 50 years are exempt from the City of Muskegon Form Based Code, except existing window and door openings shall remain, in addition to existing building materials, unless the Planning Commission deems the frontage as not having historic value.
        iii. For properties listed in the State or National Register of Historic Places or are located within a Local Historic District, the Secretary of Interior Standards for Rehabilitation shall supersede this Form Based Code.
C. Any change in land use impacting parking requirements.
D. The Planning Commission may, at the request of the applicant, waive the applicability of this Code upon a finding that adhering to the Code would place undue hardship on the applicant. Should the Planning Commission waive the applicability of the Form Based Code, the underlying district provisions shall apply.

2002.01 SITE PLAN/PLOT PLAN PROCEDURES

A. Full Site plan/plot plan. To expedite the development process, development within the City of Muskegon Form Based Code that complies with the provisions of this Code shall require full site plan or plot plan review and approval by the City's Zoning Administrator or Building Official.
    1. Section 2303 in the City of Muskegon Zoning Ordinance shall govern the type of submittal required, being either a full site plan or plot plan.
    2. Review and approval shall be conducted by the City's Building Official for single-family detached dwellings and modifications to comply with accessibility requirements.
    3. All other development activities outlined in Section 2303 shall require review and approval of the City's Zoning Administrator.
B. Site Plan review procedures and requirements. Site plan submittal and review shall follow the processes set forth in Section 2303 of the City of Muskegon Zoning Ordinance. Site plan required data shall adhere to Section 2303 of the City of Muskegon Zoning Ordinance, unless waived or required by the City's Zoning Administrator ~~per Section 2303, 8~~.
C. Planning Commission review. Full site plan review by the Planning Commission shall be required for any Special Land Use or Specific Development Plan. Review standards are included in Section ~~2303~~2330~~, 11~~ of the City of Muskegon Zoning Ordinance. Special Land Use standards specific to special uses regulated in this Form Based Code are included in Section 2005.

D. Specific Development Plan. A Specific Development Plan is intended to allow applicants development flexibility to address market conditions and opportunities, including the master planning of large lots exceeding the maximum block dimensions as outlined in Section 2004, as well as the consolidation of multiple properties to create predictable and market responsive development for the area. Specific Development Plans shall be required for any Major Departure as outlined in this Section 2002.03 ~~(form based code departures)~~.
    1. Specific Development Plan requirements. A Specific Development Plan shall include a full site plan and required data as outlined in Section ~~2303, 11~~2330.
    2. Additional requirements include: A plan depicting the proposed Context Areas for the subject site(s) if major departures from the Context Area boundaries are requested.
    3. Public Hearing: The applicant and/or Planning Commission may request a public hearing for a Specific Development Plan. A public hearing, pursuant to the Michigan Zoning Enabling Act, shall be required for a major departure of Context Area boundary.
    4. Planning Commission action: The Planning Commission shall review and approve, with or without conditions, the full site plan upon the following findings:
        i. The Context Areas provide a seamless transition from adjacent, existing districts and uses to the proposed subject site(s).
        ii. Internal circulation and layout of lots fosters a walkable, urban area by adhering to the maximum block lengths as outlined in Section 2004.
        iii. Roadways are interconnected and provide safe areas for walking and biking.

2002.02 SPECIAL LAND USES

A. Special Land Uses. As per Section 2005 of the City of Muskegon Form Based Code, certain uses require special land use review and approval by the Planning Commission. The special land use review and approval process shall adhere to Section 2332 of the City of Muskegon Zoning Ordinance. Specific standards for special land uses are determined by Context Area and Use, refer to Section 2005.

2002.03 FORM BASED CODE DEPARTURES

A. Minor Departures. The Zoning Administrator may, at the request of an applicant, waive certain minor adjustments to context area boundaries, building frontage standards and building type standards as outlined in Table 2002.03a.
B. Major Departures. The Planning Commission may, at the request of the Zoning Administrator or applicant, waive certain major deviations to context area boundaries, building frontage standards and building type standards. Table 2002.03b provides a summary of major departures.
C. Findings for Code Departures. The applicable reviewing body shall find that a departures to the Form Based Code:
    1. Does not materially change the circulation and building location on the site;
    2. Does not alter the relationship between the buildings and the street;
    3. Does not allow a use not otherwise permitted in this Form Based Code; and
    4. The departure is the minimum required necessary to meet the intent of the Form Based Code.

TABLE 2002.03a MINOR DEPARTURES

	Type	Modification	Findings
Context Area	Area or boundary of context area	No more than 15% increase or decrease in area	When possible, boundaries shall follow parcel lines

Building Frontage	Location requirement, including required building line	No more than 1' deviation in standard	Constraints related to topography, pattern of existing adjacent facades, or lot dimensions
Building Type	Size and massing Entrance intervals Story height	No more than 5% deviation in standard	Constraints related to topography, pattern of existing adjacent facades, or lot dimensions

TABLE 2002.03b MAJOR DEPARTURES

	Type	Modification	Findings
Context Area	Area or boundary of context area	No more than 30% increase or decrease in area	When possible, boundaries shall follow parcel lines
Building Frontage	Location requirement, including required building line	More than 1' and less than 2' deviation in standard	Constraints related to topography, pattern of existing adjacent facades, or lot dimensions
Building Type	Size and massing Entrance intervals Story height	No more than 10% deviation in standard	Constraints related to topography, pattern of existing adjacent facades, or lot dimensions

2002.04 ADOPTION AND EFFECTIVE DATE

A. City of Muskegon
   1. **Adoption**. The City of Muskegon Form Based Code was adopted at a regular meeting of the Muskegon City Commission on May 26, 2015.
   2. **Effective Date**. The City of Muskegon Form Based Code shall take effect and be in force on and after June 5, 2015 in the City of Muskegon.

SECTION 2003 GENERAL PROVISIONS

2003.00 APPLICABILITY

Section 2003 identifies provisions that are general to all City of Muskegon Form Based Code Context Areas.

Each Context Area established in this code shall meet the requirements of Section 2003. If there is a conflict between this Section and the individual requirements of the Context Area or Building Size and Massing Standards, the requirements of the Context Areas or Building Size and Massing Standards shall govern.

2003.01 BONUSES AND INCENTIVES

A. Purpose and Intent. The Planning Commission may grant development incentives to applicants to encourage the provision of certain community benefits or amenities that are in compliance with 2003.01.
B. Incentives Restricted to Added Benefits. Incentives shall be granted only when the community benefits or amenities offered would not otherwise be required or are likely to result from the planning process.
C. Incentives Permitted. The Planning Commission may grant the following incentives commensurate with the benefit provided:
    1. Downtown Context Area: Building height may be increased up to 2 additional stories.
    2. Building height increase bonuses shall require a site plan review and approval through the Planning Commission.
    3. The Planning Commission reserves the right to determine the extent of the increase in height, up to the maximum bonus allowed, based on the extent of the benefit provided.
D. Civic Space Benefit. An increase in building height may be granted for the creation of dedicated Civic Space, including greenway connections either along 3rd Street and/or over Shoreline Drive connecting the downtown to the downtown waterfront context area. Civic Space shall meet one of the following requirements to be considered for an incentive:
    1. Civic Space shall be in the form of plazas, squares, greens, linear parks, green alleys, parklets or parks. Civic spaces do not include community gardens.
E. Parking Structure Benefit. An increase in building height may be granted for projects that incorporate parking structures as part of the development. Parking structures shall meet the following requirements to be considered for an incentive:
    1. The parking structures shall meet the requirements of Section 2008 Parking Standards.
    2. The parking structures shall provide a minimum of fifty percent (50%) of its parking spaces as parking available to the public at market rate.
    3. The parking structures shall provide bicycle amenities including bike racks and/or bike lockers that are easily accessed from the public right-of-way.

2003.02 ENCROACHMENTS

A. The following architectural elements may project into required setbacks, beyond required build-to-zones or into the public right-of-way as indicated below. For encroachments into the public right-of-way, an encroachment permit shall be obtained from the applicable City department(s).
    1. Balconies. A balcony with a minimum ground clearance of twelve (12) feet above adjacent grade may extend six (6) feet maximum from the exterior wall of the building.
    2. Awnings and Canopies. An awning or canopy with a minimum ground clearance of eight (8) feet above adjacent grade may extend five (5) feet maximum from the exterior wall of the building.
    3. Eaves. Building eaves with a minimum ground clearance of twelve (12) feet above adjacent grade may extend two (2) feet maximum from the exterior wall of the building.

4. Cornice. Building cornices with a minimum ground clearance of twelve (12) feet above adjacent grade may extend up to a two (2) foot maximum from the exterior wall of the building.
5. Bay Windows. Bay windows with a minimum ground clearance of twelve (12) feet above adjacent grade may extend three (3) feet maximum from the exterior wall of the building.
6. Projecting Signs. Projecting signs with a minimum ground clearance of eight (8) feet above adjacent grade may extend three (3) feet maximum from the exterior wall of the building.

B. Unenclosed porches, stoops, lightwells, and steps may project into required setbacks and beyond required build-to-zones as indicated below. Unenclosed porches, stoops, lightwells and steps shall not project into the public right-of-way.
   1. Along principal frontage lines: Unenclosed porches, stoops, and lightwells (not including steps) may project into the front yard or front build-to-zone by no more than ten (10) feet, but shall be no closer than five (5) feet to the principal frontage line. Steps may completely encroach into the front yard or front build-to-zone but shall not extend beyond the principal frontage line.
   2. Along secondary frontage lines: Unenclosed porches, stoops, lightwells, and steps may project into the side yard or side build-to-zone provided that they are not closer than three (3) feet to the secondary frontage line.
   3. Along any side or rear non-frontage property line: Unenclosed porches, stoops, lightwells, and steps may project into the side or rear yard setback areas by no more than three (3) feet.
   4. Decorative walls and fences may project into setbacks or yards as allowed in Section ~~2331~~ 2333 Landscaping, Fencing, Walls, Screens and Lighting.

2003.03 HEIGHT MEASUREMENT OF BUILDINGS

A. Building heights shall be measured in number of stories.
B. Story height shall be measured from floor to ceiling for each floor of a building as indicated by specific building type.
C. Attic and basements are not counted as stories.
D. Penthouses that are required for elevators and stair enclosures for roof access are not counted as stories. Penthouses and stair enclosures shall not extend more than 12 feet from the adjacent roof surface.

2003.04 OUTDOOR SEATING

A. Outdoor seating shall be permitted with the following building ~~envelope~~ types:
   1. Mixed-Use Building
   2. Retail Building
   3. Flex Building
   4. Cottage Retail Building
   5. Live/Work Building
   6. Civic Building
B. All other standards of Section 2308, Outdoor ~~Dining~~Seating, found in the City~~'s~~ of Muskegon Zoning Ordinance shall apply.

2003.05 TRANSPARENCY

A. Facade Transparency requirements for building elevations facing principal and secondary frontage lines are indicated as a percentage of clear glass to solid wall in Section 2006 Building Type Standards. Transparency shall be subject to the following requirements:
   1. Clear Glass. Only clear or lightly tinted glass in windows, doors, and display windows shall be shall considered transparent.

2. Calculation. The calculation of the percentage of transparency shall include only the glass within the windows, doors, and display windows.
3. Reflective Surfaces. The use of highly reflective surfaces, including reflective glass and mirrors is prohibited on the ground floor.
4. Security Shutters. Exterior steel barriers, hurricane curtains and other security devices are not permitted on the exterior of the building. If they are located in the interior of the building, they may not be visible from the sidewalk or public right-of-way during business hours.
5. Interior Display. Interior display shelves and merchandise are not permitted to block or obscure clear views into or out of the building at windows, doors or display windows that are included as part of the required transparency.
6. Stairwells. Where stairwells are introduced to the outer building wall of a building, the exterior of the stairwell and exit door shall be at least seventy (70) percent transparent.

2003.06 ACCESSORY BUILDINGS AND STRUCTURES

Accessory buildings and structures shall adhere to the ~~following:~~regulations in Section 2311 Accessory Structures and Buildings.

~~Accessory Buildings and Structures~~		
	~~Detached House~~	~~Other Building Types~~
~~Number~~	~~One Per Lot~~	~~No limit; however review and approval by Zoning Administrator is required~~
~~Size~~	~~Up to 600 square feet~~	~~No limit; however review and approval by Zoning Administrator is required~~
~~Height~~	~~One story, up to 14'~~	
~~Setbacks~~	~~Setbacks shall adhere to those of the applicable context area and shall be setback from front property line by 40'~~ ~~Shall be separated from main building by 10'~~ ~~Shall not be closer to property lines than the main building~~	
~~Composition~~	~~Any part of accessory building facing a front or side street shall adhere to the transparency requirements of the main building, per Building Type Standards, Section 2006.~~	
~~Exceptions~~	~~Accessory buildings shall not be permitted with detached house containing a carriage house on the same property.~~	~~Accessory buildings and structures are permitted in all context areas except the Downtown (DT).~~

2003.07 ROOF TOP SCREENING

All rooftop mechanical, communication, and similar devices shall be screened from view of adjacent properties and streets. Screening shall be so designed as to be an integral part of the building. The screening material shall match the building's material and color or be another material or color that is compatible with the building exterior.

2003.08 NONCONFORMITIES

Any lawful use of any land or building existing on May 26, 2015 and located in a zoning district in which it would not be permitted as a new use under the regulations of the Muskegon Form Based Code is hereby declared a nonconforming use and not in violation of this Section, subject to the regulations of this Section.

A. Nonconforming Uses of Buildings and Structures. Nonconforming uses of buildings and structures in the Form Based Code shall adhere to the provisions of Article XXII.
B. Nonconforming Due to Building Size and Massing. For buildings and structures that do not conform to the building size and massing standards of this Form Based Code, but are otherwise conforming to use, certain relief is provided and such buildings and structures shall be deemed conforming. Alterations, repair, maintenance or other activities requiring building permit shall conform to the provisions of this Form Based Code when such actions meet the Applicability provisions contained in Section 2002.
C. Nonconforming Signs. Nonconforming signs shall meet the provisions of Section 2334, 13 of the City of Muskegon Zoning Ordinance.
    1. ~~Nonconforming Sign Removal Incentive. In an effort to encourage the eventual elimination of nonconforming signs, protect public health, safety, and welfare, as well as reduce visual clutter and improve the aesthetics of the area, the following incentive is established to encourage conformance with Section 2009. When a non-conforming sign is removed and replaced with a conforming sign per Section 2009 of the Form Based Code, the applicant shall be eligible for an increase in total sign area not to exceed twenty percent (20%) of the permitted sign area of the replacement sign.~~

2003.09 LIGHTING

~~A.~~ Exterior site lighting, other than flag and decorative lighting, shall be confined to the development site and conform to Section 2333, 20 of the City of Muskegon Zoning Ordinance~~the following:~~

~~Lamps and luminaries shall be shielded, hooded and/or louvered to provide a glare free area beyond the property line and beyond any public right-of-way, and the light source are not directly visible from beyond the boundary of the site.~~

~~The light from any illumination source shall be designed so that the light intensity or brightness at any property line shall not exceed one (1) foot candle.~~

~~Lighting fixtures shall have one hundred percent (100%) cut off above the horizontal plane at the lowest part of the point light source. The light rays may not be emitted by the installed fixture at angles above the horizontal plane. No light fixture shall be mounted higher than fifteen (15) feet above the average grade of the site.~~

~~There shall be no lighting of a blinking, flashing, or fluttering nature, including changes in light intensity, brightness or color. Beacon and search lights are not permitted.~~

~~No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices~~.

2003.10 APPEALS

An appeal may be taken to the Zoning Board of Appeals by any person, firm or corporation, or by any officer, department, board, or bureau affected by a decision of the Zoning Administrator. Such appeal process shall follow the process and procedures of Article XXV of the City of Muskegon Zoning Ordinance.

2003.11 FENCING

~~Fencing shall be permitted with approval of the Zoning Administrator.~~ Fencing shall adhere to Section ~~2331~~2333, 12-19 of the City of Muskegon Zoning Ordinance. ~~and the following additional provisions:~~

~~A. Fencing shall be permitted in rear and side yards only, and located behind the front building wall.~~

~~B. Fencing shall be a maximum of three (3) feet in height along side property lines; and six (6) feet in height at rear property lines.~~

~~C.~~ ~~Chain link fencing shall be prohibited.~~

2003.12 TRASH ENCLOSURES

Open storage or refuse areas, including trash enclosures shall adhere to the following:

A. Opaque Screen Wall. An opaque screen wall (vertical structured barrier to visibility at all times such as a fence or wall) is required around three (3) sides of the dumpster and trash bin area. Height shall not exceed six (6) feet.

~~B. Trash enclosures shall not be placed or face a front or side street.~~

~~C.~~B. Trash enclosures shall be located behind the front building wall and be placed a minimum of twenty (20) feet from property lines along front or side streets.

SECTION 2004 SUBDIVISION AND ACCESS STANDARDS

2004.00 APPLICABILITY

The subdivision of lands within the Form Based Code district shall adhere to Chapter 78 of the City of Muskegon Code of Ordinances, except as provided herein. Note that where the Design ~~and~~ Layout Standards within Chapter 78 contradict the standards herein, the standards herein shall take precedence.

2004.01 LOT REQUIREMENTS

A. Access. Blocks and Lots shall abut ~~a~~ s~~S~~treets~~, Avenue,~~ and/or ~~A~~alleys, as ~~defined~~ described in Section 2005~~, Context Areas and Uses~~. Double frontage lots shall be permitted, provided that the applicant identify a principal frontage to orient building types. Buildings shall face streets, rights-of-ways~~,~~ or civic spaces.

~~B.~~ Width and Depth. No lot shall be created that is less than the minimum or more than the maximum permitted lot widths and depths defined in the applicable Context Areas. ~~Lot width shall be as follows:~~

~~1. Residential. Residential lots for detached house types shall be at least 40' in width. Live/work and/or rowhouse lots shall be at least 18' in width.~~

~~2. Commercial. Commercial or mixed use lots within all Context Areas shall be at least 25' in width.~~

~~3.~~B. The maximum lot width to depth ratio shall be 1:4.

~~4. Applicant is encouraged to verify site dimensional requirements for desired building type and applicable frontage standards prior to platting.~~

2004.02 BLOCK REQUIREMENTS

A. Length. Blocks shall be not less than ~~500~~ 200 feet nor more than ~~1,250~~800 feet.

B. Width. Width shall be as necessary to meet site dimensional requirements for applicable building types. Applicants are encouraged to consider providing civic space in the form of plazas, pocket parks, or other public gathering areas dispersed in 1/4 mile increments and not less than 2,500 square feet in area.

C. Block Frontage. Blocks shall be bounded by public right-of-way, civic space, public access easements, or the waterfront.

D. Connectivity. New streets shall connect to existing streets wherever possible. Cul-de-sacs shall not be permitted.

2004.03 ACCESS REQUIREMENTS

A. Alley access is encouraged within all Context Areas.

B. Existing alleys are encouraged to be maintained.

C. Cross access easements shall be provided when feasible as an access management strategy, especially within the Mainstreet Waterfront Context Area. Cross access ways shall be designed as rear alleys.

D. Cross access agreements shall be legally binding and allow interconnected vehicular and pedestrian access in perpetuity.

E. Rear alleys shall be contiguous along adjacent property lines, forming a travel way parallel to the primary thoroughfare.

F. Similar building types shall face each other across a street ~~or avenue~~, while alleys may be used to transition between building types.

2004.04 DRIVEWAY REQUIREMENTS

A. Commercial.

1. For access management purposes, driveways shall be shared and connect to a rear alley when available.

2. A shared driveway access agreement shall be reviewed and approved by the ~~City Attorney~~ Zoning Administrator prior to subdivision approval.

2004.05 PLATTING REQUIREMENTS

The subdivision of lands shall follow the review and approval process as provided in Chapter 78.

2004.06 SIDEWALKS

Sidewalks shall be provided ~~in accordance with the Street Space Standards for the applicable Context Area~~along both sides of any public street.

SECTION 2005 CONTEXT AREAS AND USE

2005.00 PURPOSE

Section 2005 identifies the Context Areas and Uses established for the City of Muskegon Form Based Code and provides the attributes that are allowed in each Context Area. These attributes include use, building types, and building height. These Context Areas ensure that proposed development is consistent with the desires and outcomes of the 2003 Imagine Muskegon Plan, the 2008 Downtown and Lakeshore Redevelopment Plan, and the 2015 City of Muskegon Parking Strategy.

Each of the Context Areas described in this Section represent a spectrum of development character and intensity, ranging from the most urban intense (Downtown) to the least urban intense (Residential). Each Context Area establishes character through its use of Building Types (Section 2006).

2005.01 APPLICABILITY

Each Context Area ~~established in the Context Area Map~~ shall meet the standards of this Section. Each Context Area includes permitted and special uses (if applicable), Building Types, and building height. ~~Key maps are provided to quickly discern the context area location within the City of Muskegon.~~

2005.02 ~~CONTEXT AREA MAP~~[RESERVED]

2005.03 ~~CONTEXT AREAS OVERVIEW~~[RESERVED]

~~Table diagrams and More Urban Less Urban arrow~~

~~DT Downtown Description~~

~~This Context Area is characterized by mixed use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain street level retail uses with residential and office uses on the upper floors. This Context Area has a high level of transit service that can help offset the need for off-street parking and promote walkability.~~

~~The following are generally appropriate form elements in this Context Area:~~

- ~~A. Attached buildings~~
- ~~B. Medium to large building footprint~~
- ~~C. Building at the Right-of-Way~~
- ~~D. No side setbacks~~
- ~~E. Storefront frontages~~

~~MS Mainstreet Description~~

~~This Context Area is characterized by mixed use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain primarily street level retail uses, however, residential and service uses may occur on the ground floor so that the area can mature over time. This Context Area has a high level of walkability and vibrancy at the street level.~~

~~The following are generally appropriate form elements in this Context Area:~~

- ~~A. Attached buildings~~
- ~~B. Medium to large building footprint~~
- ~~C. Building at or near the Right-of-Way~~
- ~~D. Small side setbacks~~

E. Varied frontages with an emphasis on commercial

MSW Mainstreet Waterfront Description

This Context Area is similar to the Mainstreet Context Area and is characterized by mixed use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. Buildings in this district are required to have setbacks on the upper floors so that lakeshore views are maintained.

The following are generally appropriate form elements in this Context Area:

A. Attached buildings
B. Medium to large building footprint
C. Building at or near the Right-of-Way
D. Small side setbacks
E. Varied frontages with an emphasis on commercial

NC Neighborhood Core Description

This Context Area is characterized by a wide variety of building types that can accommodate retail, service, office, and residential uses. Buildings are typically close to the street and form nodes of activity at key intersections. This Context Area forms a transitional area between the more intense Context Areas of the Form Based Code area and the existing residential neighborhoods that are adjacent to downtown Muskegon.

The following are generally appropriate form elements in this Context Area:

A. Primarily attached buildings
B. Medium to large building footprint
C. Varied front setbacks
D. Small side setbacks
E. Varied frontages

NE Neighborhood Edge Description

This Context Area is characterized by a wide range of residential building types that have a variety of setback conditions within a compact walkable block structure. Retail and office enterprises may occur in various locations within the block structure. This Context Area provides a variety of medium and small residential building types that transition between the existing neighborhoods.

The following are generally appropriate form elements in this Context Area:

A. Attached and detached buildings
B. Medium building footprints
C. Varied front setbacks
D. Medium to small side setbacks
E. Varied frontages

UR Urban Residential Description

This Context Area is characterized by a wide variety of residential buildings types that have a range of setback conditions within a compact walkable block structure. Small retail enterprises may occur at strategic corner locations within live/work buildings. This Context Area is typically adjacent to single family residential districts.

The following are generally appropriate form elements in this Context Area:

SECTION 2005 CONTEXT AREAS AND USE

~~A. Attached and detached residential buildings~~
~~B. Medium to small building footprint~~
~~C. Varied front setbacks~~
~~D. Medium side setbacks~~
~~E. Primarily stoops and porch frontages~~

2005.04 SUMMARY OF BUILDING TYPES PERMITTED IN EACH CONTEXT AREA

Commented [JP1]: Add updated table including Lakeside Context Areas.

SECTION 2005 CONTEXT AREAS AND USE

2005.05 DOWNTOWN (DT) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Commented [JP2]: Add photo and plan drawing.

Intent: To reinforce and enhance the downtown city core and to enable it to evolve into a complete neighborhood that provides local and regional service, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices.

Description: This Context Area is characterized by mixed-use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain street level retail uses with residential and office uses on the upper floors. ~~This context area has a high level of transit service that can help offset the need for off-street parking and promote walkability.~~

The following are generally appropriate form elements in this Context Area:

A. Attached buildings
B. Medium to large building footprint
C. Building at the Right-of-Way
D. No side setbacks
E. Storefront frontages

2.0 CONTEXT AREA LOCATION

Commented [JP3]: Delete map.

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

Commented [JP4]: Add table.

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.01 for building site placement.

Commented [JP5]: Add illustration.

A. Front Build-to-Line (at front street):
   - 0 feet – required build-to-line (no setback is permitted in this Context Area, building facade shall be at front property line).
B. Side Build-to-Line (at side street):
   - 0 feet – required build-to-line (no setback is permitted in this Context Area, building facade shall be at side property line).
C. Side Setback (at non-street locations):
   - 0 feet from side property line.
D. Rear Setback:
   - 0 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.02 for on-site parking placement.

Commented [JP6]: Add illustration.

A. Front Setback:
   - 40 feet minimum from front property line.
B. Side Setback (from side street):
   - 5 feet minimum from side property line.

SECTION 2005 CONTEXT AREAS AND USE

C. Side Setback (from non-street locations):
    - 0 feet from side property line.
D. Rear Setback:
    - 0 feet from rear property line at non-street locations.
    - 5 feet from rear property line at street locations.
E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
G. Driveway access location:
    - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
    - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP7]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

2005.06 MAINSTREET (MS) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Commented [JP8]: Add photo and plan drawing.

Intent: To provide a focal point that serves the city's neighborhoods by accommodating retail, service, and residential uses in a compact, walkable urban form.

Description: This Context Area is characterized by mixed-use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. These buildings contain primarily street level retail uses, however, residential and service uses may occur on the ground floor so that the area can mature over time. This Context Area has a high level of walkability and vibrancy at the street level.

The following are generally appropriate form elements in this Context Area:

A. Attached buildings
B. Medium to large building footprint
C. Building at or near the Right-of-Way
D. Small or no side setbacks
E. Varied frontages with an emphasis on commercial

2.0 CONTEXT AREA LOCATION

Commented [JP9]: Delete map.

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

Commented [JP10]: Add table.

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.03 for building site placement.

Commented [JP11]: Add illustration.

A. Front Build-to-Zone (at front street):
    - Required build-to-zone from 0 to 15 feet from front property line.
    - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at front property line (required build-to-line at front property line).
B. Side Build-to-Zone (at side street):
    - Required build-to-zone from 0 to 15 feet from side property line.
    - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at side property line (required build-to-line at side property line).
C. Side Setback (at non-street locations):
    - 0 feet from side property line.
D. Rear Setback:
    - 0 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.04 for on-site parking placement.

Commented [JP12]: Add illustration.

A. Front Setback:
    - 40 feet minimum from front property line.
B. Side Setback (from side street):

- 5 feet minimum from side property line.

C. Side Setback (from non-street locations):
   - 0 feet from side property line.

D. Rear Setback:
   - 0 feet from rear property line at non-street locations.
   - 5 feet from rear property line at street locations.

E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.

F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.

G. Driveway access location:
   - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
   - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP13]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

2005.07 MAINSTREET WATERFRONT (MSW) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Commented [JP14]: Add photo and plan drawing.

Intent: To provide a waterfront focal point that serves the city's neighborhoods and the region by accommodating retail, service, and residential uses in a compact, walkable urban form.

Description: This Context Area is similar to the Mainstreet Context Area and is characterized by mixed-use buildings set next to the sidewalk in order to create a street wall and promote commerce and shopping. Buildings in this district are required to have setbacks on the upper floors so that lakeshore views are maintained.

The following are generally appropriate form elements in this Context Area:

A. Attached buildings
B. Medium to large building footprint
C. Building at or near the Right-of-Way
D. Small or no side setbacks
E. Varied frontages with an emphasis on commercial

2.0 CONTEXT AREA LOCATION

Commented [JP15]: Delete map.

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

Commented [JP16]: Add table.

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.05 for building site placement.

Commented [JP17]: Add illustration.

A. Front Build-to-Zone (at front street):
    - Required build-to-zone from 0 to 15 feet from front property line.
    - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at front property line (required build-to-line at front property line).
    - Front build-to-zone for Mainstreet Waterfront Context Area shall also be applied to any property lines or easements that face the waterfront.
B. Side Build-to-Zone (at side street):
    - Required build-to-zone from 0 to 15 feet from side property line.
    - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at side property line (required build-to-line at side property line).
C. Side Setback (at non-street locations):
    - 0 feet from side property line.
D. Rear Setback:
    - 0 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.06 for on-site parking placement.

Commented [JP18]: Add illustration.

A. Front Setback:
    - 40 feet minimum from front property line.

SECTION 2005 CONTEXT AREAS AND USE

B. Side Setback (from side street):
   - 5 feet minimum from side property line.
C. Side Setback (from non-street locations):
   - 0 feet from side property line.
D. Rear Setback:
   - 0 feet from rear property line at non-street locations.
   - 5 feet from rear property line at street locations.
E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
G. Driveway access location:
   - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
   - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP19]: Add updated table.

7.0 CONDITIONIAL PERMITTING OF BUILDING TYPES

Refer to Illustration 5.07 for upper story setbacks that are required for all buildings located in the Mainstreet Waterfront Context Area.

Commented [JP20]: Add illustration.

A. Upper stories above the second floor and facing front and side streets are required to be setback from the front and side property line 12 feet minimum and 30 feet maximum.
B. Upper stories above the second floor and facing the waterfront ~~(Waterfront Edge Public Realm in Section 2007)~~ are required to be setback from the waterfront edge 20 feet minimum and 30 feet maximum.
C. Balconies that cantilever from the wall surface may encroach into the required setback area.

SECTION 2005 CONTEXT AREAS AND USE

2005.08 NEIGHBORHOOD CORE (NC) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Intent: To provide a variety of urban housing, retail, and commercial choices, in medium footprint, medium-density Building Types, which reinforce the neighborhood's walkable nature and support neighborhood retail and service at key intersections.

Description: This Context Area is characterized by a wide variety of building types that can accommodate retail, service, office, and residential uses. Buildings are typically close to the street and form nodes of activity at key intersections. This Context Area forms a transitional area between the more intense Context Areas of the Form Based Code area and ~~the~~ existing, adjacent residential neighborhoods ~~that are adjacent to downtown Muskegon~~.

The following are generally appropriate form elements in this Context Area:

A. Attached and detached buildings
B. Medium building footprints
C. Varied front setbacks
D. Medium to small side setbacks
E. Varied frontages

2.0 CONTEXT AREA LOCATION

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.08 for building site placement.

A. Front Build-to-Zone (at front street):
   - Required build-to-zone from 0 to 20 feet from front property line.
   - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at front property line (required build-to-line at front property line).
B. Side Build-to-Zone (at side street):
   - Required build-to-zone from 0 to 20 feet from side property line.
   - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at side property line (required build-to-line at side property line).
C. Side Setback (at non-street locations):
   - 3 feet from side property line.
D. Rear Setback:
   - 10 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.09 for on-site parking placement.

A. Front Setback:
   - 40 feet minimum from front property line.

Commented [JP21]: Add photo and plan drawing.

Commented [JP22]: Delete map.

Commented [JP23]: Add table.

Commented [JP24]: Add illustration.

Commented [JP25]: Add illustration.

B. Side Setback (from side street):
   - 5 feet minimum from side property line.

C. Side Setback (from non-street locations):
   - 5 feet from side property line.

D. Rear Setback:
   - 5 feet from rear property line at non-street locations.
   - 5 feet from rear property line at street locations.

E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.

F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.

G. Driveway access location:
   - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
   - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP26]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

2005.09 NEIGHBORHOOD EDGE (NE) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Intent: To provide an urban form that can accommodate a very diverse range of Building Types and uses, in order to reinforce the pattern of existing diverse walkable neighborhoods and to encourage revitalization and investment.

Description: This Context Area is characterized by a wide range of residential building types that have a variety of setback conditions within a compact walkable block structure. Retail and office enterprises may occur in various locations within the block structure. This Context Area provides a variety of medium and small residential building types that transition between the existing neighborhoods.

The following are generally appropriate form elements in this Context Area:

A. Primarily attached buildings
B. Medium to large building footprint
C. Varied front setbacks
D. Small side setbacks
E. Varied frontages

2.0 CONTEXT AREA LOCATION

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.10 for building site placement.

A. Front Build-to-Zone (at front street):
    - Required build-to-zone from 5 to 25 feet from front property line.
    - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at front property line (required build-to-line at front property line).
B. Side Build-to-Zone (at side street):
    - Required build-to-zone from 10 to 25 feet from side property line.
    - Mixed-Use and Retail Building Types in this Context Area shall have facade placed at side property line (required build-to-line at side property line).
C. Side Setback (at non-street locations):
    - 3 feet from side property line.
D. Rear Setback:
    - 10 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.11 for on-site parking placement.

A. Front Setback:
    - 40 feet minimum from front property line.

Commented [JP27]: Add photo and plan drawing.

Commented [JP28]: Delete map.

Commented [JP29]: Add table.

Commented [JP30]: Add illustration.

Commented [JP31]: Add updated illustration correcting H to G.

SECTION 2005 CONTEXT AREAS AND USE

B. Side Setback (from side street):
   - 5 feet minimum from side property line.

C. Side Setback (from non-street locations):
   - 5 feet from side property line.

D. Rear Setback:
   - 5 feet from rear property line at non-street locations.
   - 5 feet from rear property line at street locations.

E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.

F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.

G. Driveway access location:
   - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
   - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP32]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

2005.10 URBAN RESIDENTIAL (UR) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Intent: To provide a variety of urban housing choices, in small to medium footprint, medium-density Building Types, which reinforce the neighborhood's walkable nature and support small locally-owned neighborhood retail, service, and commercial activity.

Description: This Context Area is characterized by a wide variety of residential buildings types that have a range of setback conditions within a compact walkable block structure. Small retail enterprises may occur at strategic corner locations within live/work buildings. This Context Area is typically adjacent to ~~single family~~ residential districts.

The following are generally appropriate form elements in this Context Area:

A. Attached and detached residential buildings
B. Medium to small building footprint
C. Varied front setbacks
D. Medium side setbacks
E. Primarily stoops and porch frontages

2.0 CONTEXT AREA LOCATION

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.12 for building site placement.

A. Front Build-to-Zone (at front street):
    - Required build-to-zone from 10 to 30 feet from front property line.
    - Live/Work Building Types in this Context Area shall have a required build-to-zone from 5 to 20 feet from front property line.
B. Side Build-to-Zone (at side street):
    - Required build-to-zone from 5 to 25 feet from side property line.
    - Live/Work Building Types in this Context Area shall have a required build-to-zone from 5 to 20 feet from side property line.
C. Side Setback (at non-street locations):
    - 5 feet from side property line.
D. Rear Setback:
    - 15 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.13 for on-site parking placement.

A. Front Setback:
    - 40 feet minimum from front property line.

Commented [JP33]: Add photo and plan drawing.

Commented [JP34]: Delete map.

Commented [JP35]: Add updated table including change from minimum lot depth to minimum lot area.

Commented [JP36]: Add illustration.

Commented [JP37]: Add updated illustration correcting H to G.

B. Side Setback (from side street):
   - 10 feet minimum from side property line.

C. Side Setback (from non-street locations):
   - 1 foot from side property line.

D. Rear Setback:
   - 5 feet from rear property line at non-street locations.
   - 10 feet from rear property line at street locations.

E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.

F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.

G. Driveway access location:
   - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
   - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP38]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

2005.~~1105~~ LAKESIDE COMMERCIAL (LC) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Commented [JP39]: Add photo and plan drawing.

Intent: To reinforce and enhance the Lakeside Business District and strengthen its ability to thrive as a destination place for local consumers and tourists that provides service, retail, entertainment, civic and public uses, as well as a variety of housing choices in a walkable, urban form.

Description: This Context Area is characterized by mixed uses set along sidewalks to help promote walkability and commerce. The regulations have been created to continue the development pattern of the street wall on the south side of Lakeshore Drive, and the more detached, farther set back. development type on the north side of Lakeshore Drive. Maximum building heights have increased from prior regulations, allowing development with views of Muskegon Lake.

The following are generally appropriate form elements in this Context Area:

A. Attached buildings on south side of Lakeshore Dr. Attached or detached buildings on north side of Lakeshore Dr.
B. Building at the Right-of-Way south side of Lakeshore Dr. Small setback on the north side of Lakeshore Dr.
C. Medium to large building footprint
D. Storefront frontages

2.0 CONTEXT AREA LOCATION

Commented [JP40]: Delete map.

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

Commented [JP41]: Add table.

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.~~1401~~ for building site placement.

Commented [JP42]: Add illustration.

A. Front Build-to-Zone (at front street):
   - Required build-to-zone from 0 to 3 feet from front property line.
B. Side Build-to-Line/Zone (at side street):
   - 0 feet – required build-to-line on the south side of Lakeshore Drive.
   - 0-10 feet – required build-to-zone on the north side of Lakeshore Drive.
C. Side Setback (at non-street locations):
   - 0 feet from side property line.
D. Rear Setback:
   - 0 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.~~1502~~ for on-site parking placement.

Commented [JP43]: Add illustration.

A. Front Setback:
   - 30 feet minimum from front property line on the south side of Lakeshore Drive.
   - Parking must be located behind front building line on the north side of Lakeshore Drive.
B. Side Setback (from side street):

- 5 feet minimum from side property line.

C. Side Setback (from non-street locations):
   - 0 feet from side property line.

D. Rear Setback:
   - 0 feet from rear property line at non-street locations.
   - 5 feet from rear property line at street locations.

E. Parking located at side, rear, or front street locations shall be screened from the street as required by Section 2008.14.

F. Parking/service areas:
   - Parking/service areas shall not be accessed from Lakeshore Dr., unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
   - Additional requirement for North side of Lakeshore Dr.: Parking/service areas shall not be accessed from Lakeshore Dr., unless the property has over 100' of road frontage on Lakeshore Dr.

G. Driveway access location:
   - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
   - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP44]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

2005.~~1206~~ LAKESIDE HEAVY COMMERCIAL (LHC) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Intent: To continue the dense retail and mixed-use development pattern of the district, but to also allow for more intense uses, such as auto repair and research & development. To incorporate these more intense uses harmoniously within the walkable development pattern.

Description: This Context Area is similar to the Lakeside Commercial Context Area, but also allows for more intense uses, such as auto repair and research & development. Mixed-use and retail buildings are set adjacent to the sidewalk, however, garage type frontages are set back farther to allow for vehicle circulation and pedestrian safety.

The following are generally appropriate form elements in this Context Area:

A. Attached or detached buildings on the south side of Lakeshore Dr.
B. Buildings at or near the right-of-way
C. Medium to large building footprint
D. Storefront or garage door frontage option

2.0 CONTEXT AREA LOCATION

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.~~1603~~ for building site placement.

A. Front Build-to-Zone (at front street):
   - Required build-to-zone from 0 to 3 feet from front property line.
B. Side Build-to-Line/Zone (at side street):
   - Required build-to-zone from 0 to 3 feet from side property line.
C. Side Setback (at non-street locations):
   - 0 feet from side property line.
D. Rear Setback:
   - 0 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.~~1704~~ for on-site parking placement.

A. Front Setback:
   - Parking must be located behind front building line. When garage door frontage option is used, parking may be located in front of front building line, though active uses are encouraged along the street.
B. Side Setback (from side street):
   - 3 feet minimum from side property line.
C. Side Setback (from non-street locations):

Commented [JP45]: Add photo and plan drawing.

Commented [JP46]: Delete map.

Commented [JP47]: Add table.

Commented [JP48]: Add illustration.

Commented [JP49]: Add illustration.

- 0 feet from side property line.

D. Rear Setback:
   - 0 feet from rear property line at non-street locations.
   - 3 feet from rear property line at street locations.

E. Parking located at side, rear, or front street locations shall be screened from the street as required by Section 2008.14.

F. Parking/service areas:
   - Parking/service areas shall not be accessed from Lakeshore Dr., unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
   - Additional requirement for North side of Lakeshore Dr.: Parking/service areas shall not be accessed from Lakeshore Dr., unless the property has over 100' of road frontage on Lakeshore Dr.

G. Driveway access location:
   - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
   - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP50]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

2005.~~1307~~ LAKESIDE MIXED RESIDENTIAL (LMR) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Intent: To allow for the cohesive existence of residential and business uses within the district. This Context Area allows for residential and small scale commercial uses to be placed alongside each other in a walkable, urban form.

Description: This Context Area is characterized by the mixture of commercial and residential uses that helps to promote walkability and commerce. Homes fronting Lakeshore Drive are allowed a third story to take advantage of lake views.

The following are generally appropriate form elements in this Context Area:

A. Detached homes/live-work buildings
B. Small to medium building footprint
C. Storefront frontages

2.0 CONTEXT AREA LOCATION

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.~~1805~~ for building site placement.

A. Front Build-to-Zone (at front street):
   - Required build-to-zone from 5 to 12 feet from front property line.
B. Side Build-to-Zone (at side street):
   - Required build-to-zone from 0 to 12 feet from side property line.
C. Side Setback (at non-street locations):
   - 0 feet from side property line.
D. Rear Setback:
   - 0 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.~~1906~~ for on-site parking placement.

A. Front Setback:
   - 40 feet minimum from front property line.
B. Side Setback (from side street):
   - 5 feet minimum from side property line.
C. Side Setback (from non-street locations):
   - 0 feet from side property line.
D. Rear Setback:
   - 0 feet from rear property line at non-street locations.
   - 5 feet from rear property line at street locations.

Commented [JP51]: Add photo and plan drawing.

Commented [JP52]: Delete map.

Commented [JP53]: Add table.

Commented [JP54]: Add illustration.

Commented [JP55]: Add illustration.

E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.
F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.
G. Driveway access location:
    - Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
    - Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP56]: Add updated table.

SECTION 2005 CONTEXT AREAS AND USE

2005.~~1408~~ LAKESIDE RESIDENTIAL (LR) CONTEXT AREA

1.0 CONTEXT AREA INTENT AND DESCRIPTION

Commented [JP57]: Add photo and plan drawing.

Intent: To provide a variety of urban housing choices, in small to medium footprint, medium-density Building Types, which reinforce the neighborhood's walkable nature.

Description: This Context Area is characterized by a wide variety of residential building types that have a range of setback conditions within a compact walkable block structure. This Context Area is typically adjacent to single family residential districts.

The following are generally appropriate form elements in this Context Area:

A. Attached and detached residential buildings
B. Medium to small building footprint
C. Varied front setbacks
D. Medium side setbacks
E. Primarily stoops and porch frontages

2.0 CONTEXT AREA LOCATION

Commented [JP58]: Delete map.

See City of Muskegon Zoning Map

3.0 PERMITTED BUILDING TYPES, BUILDING TYPE HEIGHTS, AND BUILDING TYPE LOT SIZES

Commented [JP59]: Add table.

4.0 BUILDING SITE PLACEMENT

Refer to Illustration 5.20~~12~~ for building site placement.

Commented [JP60]: Add illustration.

A. Front Build-to-Zone (at front street):
   - Required build-to-zone from 5 to 20 feet from front property line.
B. Side Build-to-Zone (at side street):
   - Required build-to-zone from 5 to 25 feet from side property line.
C. Side Setback (at non-street locations):
   - 5 feet from side property line.
D. Rear Setback:
   - 15 feet from rear property line.
E. Encroachments: ~~Balconies, awnings, canopies, eaves, cornices, and bay windows, may project into required setbacks, beyond required build-to-zones, or into the public right-of-way~~Architectural elements as indicated in Section 2003.02.

5.0 PARKING PLACEMENT

Refer to Illustration 5.21~~13~~ for on-site parking placement.

Commented [JP61]: Add illustration.

A. Front Setback:
   - 40 feet minimum from front property line.
B. Side Setback (from side street):
   - 10 feet minimum from side property line.
C. Side Setback (from non-street locations):
   - 1 foot from side property line.
D. Rear Setback:
   - 5 feet from rear property line at non-street locations.

- 10 feet from rear property line at street locations.

E. Parking located at side or rear street locations shall be screened from the street as required by Section 2008.14.

F. Parking/service areas shall not be accessed from front streets, unless an alley or side street is not available for driveway placement. Maximum width of driveway is 20 feet.

G. Driveway access location:

- Corner lot: 40 feet minimum from street corner (measured from the right-of-way).
- Interior lot: within 5 feet of side property line, when alley is not available.

6.0 PERMITTED USES

Commented [JP62]: Add updated table.

SECTION 2006 BUILDING TYPE STANDARDS

2006.00 PURPOSE

Section 2006 identifies particular Building Types that are permitted within various Context Areas and provides design standards for each type to ensure that proposed development is consistent with the City of Muskegon Master Plans' vision and goals for downtown character and building form.

2006.01 APPLICABILITY

Each proposed building shall be designed in compliance with the standards of this Section for the applicable Building Type.

2006.02 BUILDING TYPES BY CONTEXT AREA

Property may be developed only with the Building Types permitted by this Section in the Context Area applicable to each lot.

A. Refer to ~~Building Type Overview (subsection 2006.06) in this Section~~Table 2005.04 to determine the specific Building Types that are permitted in each of the Context Areas.

2006.03 CONTENTS OF THIS SECTION

The following Building Types are specified in this Section:

A. Mixed-Use Building Type
B. Retail Building Type
C. Flex Building Type
D. Cottage Retail Building Type
E. Live/Work Building Type
F. Large Multi-plex Building Type
G. Small Multi-plex Building Type
H. Rowhouse Building Type
I. Duplex Building Type
J. Detached House Building Type
K. Carriage House Building Type
L. Civic Building Type

2006.04 ~~HOW TO USE THIS SECTION~~[RESERVED]

~~Refer to sample pages on this sheet for references of how to use each Building Type Standard. These pages are representative of the layout for each Building Type contained in this Section.~~

~~A. Building Type Description: This subsection serves as an introduction to the Building Type, including pictorial references of emblematic examples and a general Building Type description.~~
~~B. Precedent of Building Type: This subsection provides precedent examples of the building type in context. Whenever possible, local examples are included in this reference. Precedent Building Types are included as examples and inspiration to give a better understanding of the intent of the Building Type.~~
~~C. Building Size and Massing: This subsection provides the requirements for building width at front and side streets, percentage of building wall at property line, building depth, and maximum site coverage. These requirements are conveyed in illustration and text for convenience. The intent of this subsection is to maintain character and enclosure along the Public Realm while ensuring that the building's size and mass is appropriate to the context.~~

~~D. Ground Floor Activation and Access: This subsection provides the quantity and minimum intervals (spacing) for building entrances. These requirements are conveyed in illustration and text for convenience. The intent of this subsection is to ensure that the building and its entrances create an active and visible presence on the street and sidewalk by providing front and side doors for access.~~

~~E. Number of Units: This subsection provides the minimum and/or maximum number of units that the Building Type may accommodate.~~

~~F. Use: Uses are regulated by the Context Area in Section 2005. This subsection is a reminder that use requirements are referenced in that section.~~

~~G. Facade Composition Requirements: This subsection indicates the required facade composition specifications for Building Type, including upper floor(s) transparency, proportion, window orientation, vertical articulation, and roof type.~~

~~H. Building Type Story Height: This subsection indicates the required minimum dimensions for each floor of the specific Building Type, measured from floor to ceiling. The actual number of stories for buildings is regulated by Context Area (Section 2005).~~

~~I. Building Type Frontage Options: Each Building Type has specific frontage options that may be chosen as part of the overall composition and street frontage of the building. Frontages are applied to the ground level of the Building Type where it abuts a front and side street, civic space, or public right-of-way. One frontage is required to be used for each building that is constructed (in instances of the Flex and Live/Work Building Types, multiple frontages may be chosen for one building). Frontages provide guidelines for transparency, architecture, and composition that enable the building to engage and define the Public Realm. The table in this section illustrates what frontages are appropriate for each Building Type within each Context Area.~~

~~The following two pages are examples of frontage pages for the Storefront Frontage, one of ten different frontage options that are available for the various Building Types.~~

~~These pages will immediately follow each of the Building Type pages that have been described above and provide the applicable frontage choices for that Building Type.~~

~~J. Frontage Description: This paragraph describes the intent of the frontage and provides an image of a precedent example of the frontage, applied to the Building Type that it is associated with. This image will change throughout Section 2006, depending on the Building Type subsection that the frontage is described in.~~

~~K. Frontage Location Requirements: This subsection provides requirements of the frontage location relative the build-to-line, build-to-zone, or setback. These site placement requirements are defined in Section 2005, Context Areas. This subsection also provides the requirements for landscaping or paving of the ground area adjacent to the frontage.~~

~~L. Frontage Composition Requirements: This subsection provides the requirements for the composition of the frontage, including transparency, proportion, scale, vertical articulation, entry and details.~~

2006.05 STANDARDS FOR ALL BUILDING TYPES

The following standards apply to all Building Types:

A. Front Street Building Wall: Front street facades of buildings represent the building front and are located at the public right-of-way lines along the street, public path, or civic space of address for the building.

B. Side Street Building Wall: Side street walls of buildings represent the building sides that are located at the public right-of-way lines along all streets, public paths, or civic spaces that are not the street of address for the building. The side street build-to-line, build-to-zone, or setback for side streets shall apply to all

situations where side streets, public paths, or civic spaces occur at more than one side of a building (due to a parcel that is bound on more than two sides by right-of-way lines).

C. Front Street Transparency Requirements at First Story: Each Building Type's first story transparency at the front street is per the frontage requirements for that Building Type. Side Street walls are required to have one (1) of the following standards:
    1. Transparency that is the same as what is required by the upper stories for the Building Type.
    2. Transparency that is the same as the frontage that has been applied to the front street.
D. Percentage of Building Width at Street: Each Building Type indicates a building width percentage requirement along the front street. This percentage is the amount of a lot line adjoining the public right-of-way that is occupied by the front facade of the principal building. The front facade shall be parallel to the right-of-way, located in accordance with the required build-to-lines, build-to-zones, or setbacks.
E. Frontages: Frontages define architecture and design components for the entrance(s) to the building and the area between the facade and the front and/or side street. Each Building Type identifies the appropriate frontage choices. The use of one of the frontages identified for the Building Type is required.
F. Maximum Site Coverage: The maximum site coverage applies to all buildings on a lot, including accessory buildings.
G. Building Height: Buildings shall comply with the overall maximum height regulations (as measured in number of stories) that are established by Context Area. Each Building Type has story height requirements (measured in feet and inches) ~~requirements~~.
H. Side Yard Walls: Each building shall have separate walls to support all loads independently of any walls located on an adjacent lot. Buildings with side-facing windows shall provide necessary light and air shafts within their own lot, without relying on the side yard of the adjacent lot.
I. Off-Street Parking ~~Requirements and~~ Standards: Permitted ~~P~~parking ~~requirements~~ for each Building Type ~~are~~ is based on use and Context Area. Refer to Section 2008 for Off-Street Pparking ~~requirements and sS~~tandards.
J. Sign Standards: Sign sizes and quantities for each Building Type are based on Context Area. Refer to Section 2009 for Sign Standards.

2006.06 ~~BUILDING TYPE OVERVIEW~~[RESERVED]

~~Building types for the Muskegon Form Based Code are summarized as follows:~~

~~MIXED USE BUILDING TYPE~~

~~This Building Type is a medium- to large-sized typically attached structure. It is intended to provide a vertical mix of uses with ground floor retail or service uses and upper floor service or residential uses. This Type makes up the primary component of a main street and downtown, and is a Building Type that can provide street vibrancy and enhanced walkability.~~

~~FRONTAGE OPTIONS: Storefront, Balcony, Terrace, Forecourt, Drive-through~~

~~RETAIL BUILDING TYPE~~

~~This Building Type is a medium- to large-sized typically attached structure. It is intended to provide a single story building with ground floor retail or service uses. This Type makes up the secondary component of a main street and is a Building Type that can provide street vibrancy and enhanced walkability.~~

~~FRONTAGE OPTIONS: Storefront, Terrace, Drive-through~~

~~FLEX BUILDING TYPE~~

~~This Building Type is a medium- to large-sized attached or detached structure, typically built on a large lot. It can be used to provide a vertical mix of uses with ground floor industrial, service, retail, or residential uses; or it may be a single-use building. This Type is a primary component in a variety of urban context areas that provide a mix of Building Types.~~

~~FRONTAGE OPTIONS: Storefront, Terrace, Forecourt, Dooryard~~

~~COTTAGE RETAIL BUILDING TYPE~~

~~This Building Type is a small- to medium-sized detached structure. It is intended to provide retail or service uses at the ground floor. This Type will typically have a residential mass, scale, and composition that allows it to integrate into adjacent residential areas.~~

~~FRONTAGE OPTIONS: Storefront, Dooryard, Stoop~~

~~LIVE/WORK BUILDING TYPE~~

~~This Building Type is a small- to medium-sized attached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for residential, service, or retail uses. Both the ground floor space and the dwelling unit are owned by one entity. This Type is especially appropriate for incubating retail and service uses and allowing neighborhood retail to expand as the market demands.~~

~~FRONTAGE OPTIONS: Storefront, Dooryard, Lightwell, Stoop~~

~~LARGE MULTI-PLEX BUILDING TYPE~~

~~This Building Type is a medium- to large-sized structure that consists of 7 or more side-by-side and/or stacked dwelling units, typically with one shared entry. This Type is appropriately scaled to fit in medium-density neighborhoods and enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.~~

~~FRONTAGE OPTIONS: Forecourt, Dooryard, Stoop, Projecting Porch~~

~~SMALL MULTI-PLEX BUILDING TYPE~~

~~This Building Type is a medium-sized structure that consists of 3 to 6 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front. This Type has the appearance of a large single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.~~

~~FRONTAGE OPTIONS: Stoop, Projecting Porch, Engaged Porch~~

~~ROWHOUSE BUILDING TYPE~~

~~This Building Type is a small- to medium-sized attached structure that consists of 2 to 8 rowhouses placed side-by-side. This Type is typically located within medium-density neighborhoods or in a location that transitions from single-family to mixed-use. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.~~

~~FRONTAGE OPTIONS: Lightwell, Stoop, Projecting Porch~~

~~DUPLEX BUILDING TYPE~~

~~This Building Type is a small- to medium-sized detached structure that consists of two side-by-side or stacked dwelling units, both facing the street and within a single building massing. This Type has the appearance of a medium-sized single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types.~~

~~FRONTAGE OPTIONS: Stoop, Projecting Porch, Engaged Porch~~

~~DETACHED HOUSE BUILDING TYPE~~

~~This Building Type is a small- to medium-sized detached structure that incorporates one dwelling unit. It is typically located within a primarily single-family neighborhood in a walkable urban setting. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types.~~

~~FRONTAGE OPTIONS: Stoop, Projecting Porch, Engaged Porch~~

~~CARRIAGE HOUSE BUILDING TYPE~~

~~This Building Type is an accessory structure typically located at the rear of a lot. It typically provides either a small residential unit or home office space above the first floor garage. This Type is important for providing affordable housing choices that are integrated into diverse neighborhoods. This Type shall only be used in conjunction with the Detached House, Duplex, Rowhouse, or Live/Work Building Types.~~

~~FRONTAGE OPTIONS: Not applicable to this Building Type~~

~~CIVIC BUILDING TYPE~~

~~This Building Type is a small-, medium- or large-sized detached structure that incorporates uses of special public importance including, but not limited to municipal buildings, churches, libraries and schools. Civic Buildings typically have less form regulations than other Building Types because their prominence within the community requires more iconic and distinctive form.~~

~~FRONTAGE OPTIONS: Not applicable to this Building Type~~

2006.07 ~~SUMMARY OF BUILDING TYPES PERMITTED IN EACH CONTEXT AREA~~[RESERVED]

SECTION 2006 BUILDING TYPE STANDARDS

2006.08 MIXED-USE BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

~~This~~ The Mixed-Use Building Type is a medium- to large-sized typically attached structure. It is intended to provide a vertical mix of uses with ground floor retail or service uses and upper floor service or residential uses. This Type makes up the primary component of a main street and downtown, and is a Building Type that can provide street vibrancy and enhanced walkability.

2.0 PRECEDENT OF MIXED-USE BUILDING TYPE

Commented [JP63]: Add images.

The following images represent precedent examples of the Mixed-Use Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.01 for Building Type size and massing graphic representation.

Commented [JP64]: Add illustration.

A. Building width at front street: 150 feet maximum
B. Building width at front street shall be built to a minimum of 90% of the overall width of the front street property line.
C. Building width at side street: 100 feet maximum
D. Building depth: 20 feet minimum
E. Maximum site coverage: 100%

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.02 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP65]: Add illustration.

A. Entrances to ground floor unit(s) are required at the front street and shall be directly accessed from and face the front street.
B. Entrances to ground floor unit(s) shall occur at intervals of not greater than 75 feet along the front street.
C. Entrances to ground floor unit(s) at the side street (if provided) shall be directly accessed from and face the side street.
D. Upper floor units shall be accessed by a common entry along the front or side street.
E. Optional angled building corner with required entry door. Maximum length of angled wall shall be 8 feet.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Required total of 2 units minimum (1 unit at street level and 1 unit on upper level).

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.03 for Building Type facade composition requirements.

Commented [JP66]: Add updated illustration removing C, D, and F.

A. Building shall have a flat roof with parapet.

B. Building shall have a cornice expression line at roofline.

~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line.~~

~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~

~~E.~~C. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.

~~F. Building shall have an 18" to 32" pilaster or wall surface every 20 to 40 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.04 for Building Type story height requirements.

Commented [JP67]: Add illustration.

A. Ground floor ceiling shall be 14 feet minimum.
B. Upper floor ceilings shall be 8-14 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
D. Height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

9.0 BUILDING TYPE FRONTAGE OPTIONS

Commented [JP68]: Add updated table including Lakeside Context Areas.

The Mixed-Use Building Type is required to have 1 of the following 5 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Mixed-Use Building Type are provided in the table below and described on the following pages of this subsection.

9.01 BUILDING TYPE FRONTAGE OPTION 1: STOREFRONT

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to Illustration 6.05 for frontage location graphic reference.

Commented [JP69]: Add illustration.

A. The building facade(s) are required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Storefront Composition Requirements: Refer to Illustration 6.06 for frontage composition graphic reference.

Commented [JP70]: Add updated illustration removing J.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
E. Entry door is required to be at adjacent sidewalk grade.

SECTION 2006 BUILDING TYPE STANDARDS

F. Required 30” to 42” sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.

G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.

H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.

I. Required 18” to 30” high storefront base.

~~J. Required 18” to 32” wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~

~~K.~~J. Transparency Upper Stories: ~~Refer~~ Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line.~~to Building Type for transparency requirements of upper stories.~~

~~L.~~K. The storefront frontage may have an angled corner entry as permitted by the specific Building Type. The angled corner entry shall meet the transparency requirements of the storefront frontage and have an entry door.

~~M.~~L. Storefront windows may be replaced with overhead doors~~. Overhead doors that replace storefront windows are required to~~ that meet the transparency requirements in item H.~~ Refer to Image 6.05.~~

Commented [JP71]: Remove Image 6.05.

9.02 BUILDING TYPE FRONTAGE OPTION 2: BALCONY

Description: The Balcony Frontage Type contains a recessed balcony that is applied to the upper level floor of a Building Type along the front street and a storefront that is applied to the ground level floor of a Building Type along the front and side streets. It is always associated with mixed-use buildings. The balcony-storefront frontage shall be designed to include an open-air space that is recessed into the building mass on the upper level(s) and a storefront that is designed to promote an attractive, convenient shopping experience and transparent wall along the sidewalk.

Balcony Location Requirements: Refer to Illustration 6.07 for frontage location graphic reference.

Commented [JP72]: Add illustration.

A. The building facade(s) are required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.

B. Required upper story balcony shall be located within the mass of the building.

C. Face of balcony shall align with facade of the building.

D. Storefront is required at the ground level floor.

E. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Balcony Composition Requirements: Refer to Illustration 6.08 for frontage composition graphic reference.

Commented [JP73]: Add updated illustration removing J and M.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.

B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.

C. Required entry door shall have fifty (50) percent minimum transparency.

D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.

E. Entry door is required to be at adjacent sidewalk grade.
F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
I. Required 18" to 30" high storefront base.
~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
~~K.~~J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.
~~L.~~K. Required recessed open-air balcony located within the mass of the building.
~~M.~~L. Required balcony columns ~~spaced to match pilaster or wall surface of building (item J. above)~~.
~~N.~~M. Building roof and/or parapet wall at balcony shall extend over balcony and align with building facade.
~~O.~~N. Required guardrail or knee wall shall align with building facade.
~~P.~~O. Storefront windows may be replaced with overhead doors~~. Overhead doors that replace storefront windows are required to~~ that meet the transparency requirements in item H. ~~Refer to Image 6.07.~~

Commented [JP74]: Remove Image 6.07.

9.03 BUILDING TYPE FRONTAGE OPTION 3: TERRACE

Description: In a Terrace Frontage Type, the facade of the building that faces the ~~front~~ street is set back from the right-of-way line to accommodate an elevated terrace. The terrace provides circulation along the facade. This Frontage Type can be used to provide at-grade access while accommodating a grade change. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. This frontage may also be used in historic industrial areas to mimic historic loading docks.

Terrace Location Requirements: Refer to Illustration 6.09 for frontage location graphic reference.

Commented [JP75]: Add updated illustration removing C and D.

A. The terrace frontage is required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. Building facades with the terrace frontage are exempt from the requirement of being placed at the build-to-line at the front property line. The leading edge of the terrace is required to be placed at the build-to-line, or as close as possible to the build-to-line in instances where conditions required in item ~~E~~C. on this page cannot be met with the terrace at build-to-line.
~~C. Terrace frontages are not permitted on side streets.~~
~~D. Terrace frontages shall not be permitted on more than 50% of the buildings on one block face.~~
~~E.~~C. Terrace placement shall provide a minimum of 10 feet for sidewalk~~,~~ and pedestrian access~~, and sidewalk furnishing zone~~ between terrace edge and line of curb. Clear pedestrian access shall be maintained at 5 feet minimum.
~~F.~~D. Low walls of the terrace that are designed for seating are encouraged.
~~G.~~E. Steps to access terrace shall occur at intervals of not greater than 50 feet. Steps may extend into the public right-of-way when the requirements of item ~~E~~C. are met.
~~H.~~F. Terrace depth shall be 5 feet minimum.

~~I.~~G. Terrace finish level above sidewalk shall be 42 inches maximum.

~~J.~~H. Maximum length of terrace shall be 150 feet.

~~K.~~I. Storefront is required at the ground level floor.

Terrace Composition Requirements: Refer to Illustration 6.10 for frontage composition graphic reference.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
E. Entry door is required to be at adjacent terrace grade.
F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade of terrace.
H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
I. Required 18" to 30" high storefront base.
~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
~~K.~~J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.
~~L.~~K. Storefront windows may be replaced with overhead doors~~. Overhead doors that replace storefront windows are required to~~ that meet the transparency requirements in item H.~~ Refer to Image 6.09.~~
~~M.~~L. Conditionally Permitting of Frontage: Terrace Frontage is permitted to be used on this Building Type only when adjacent sidewalk and Public Realm conditions present slopes that prevent consistent at-grade access.

Commented [JP76]: Add updated illustration removing J.

Commented [JP77]: Remove Image 6.09.

9.04 BUILDING TYPE FRONTAGE OPTION 4: FORECOURT

Description: In a Forecourt Frontage Type, the facade of the building that faces the front street is at or near the right-of-way line and a ~~small percentage~~section of the facade is set back, creating a small courtyard space. In a storefront forecourt the courtyard space shall be used as an additional shopping space or restaurant seating area. The courtyard area is not covered and extends the entire height of the building.

Forecourt Location Requirements: Refer to Illustration 6.11 for frontage location graphic reference.

Commented [JP78]: Add illustration.

A. A minimum of 30% of the building facade of the forecourt frontage is required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. Required courtyard shall have a width ~~that is~~of twelve (12) feet minimum.

C. Required courtyard shall have a depth of twelve (12) feet minimum.
D. Courtyard shall not exceed 1,200 square feet in area and shall be paved. Landscape islands may be used within the space, but may not cover more than 40% of the courtyard's ground area (refer to Image 6.10 on this page).
E. Storefront is required at the ground level floor on all sides of courtyard and on building facades facing streets, civic space, and rights-of-way.
F. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Forecourt Composition Requirements: Refer to Illustration 6.12 for frontage composition graphic reference for building walls that face the courtyard and building walls that face the front and side streets.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
E. Entry door is required to be at adjacent sidewalk grade.
F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
I. Required 18" to 30" high storefront base.
~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
~~K.~~J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.
~~L.~~K. Storefront windows may be replaced with overhead doors~~. Overhead doors that replace storefront windows are required to~~ that meet the transparency requirements in item H. ~~Refer to Image 6.11.~~

9.05 BUILDING TYPE FRONTAGE OPTION 5: DRIVE-THROUGH

Description: The Drive-through Frontage is identical to the Storefront Frontage, however it includes an automobile drive-through at the rear or non-street facing sides. The drive-through may include a covered structure at the service window location. This structure is designed to be a secondary element to the building and is consistent with the massing, scale, and design of the building. This frontage is typically associated with retail and mixed-use buildings and includes a storefront that is designed in a way that promotes an attractive and convenient shopping experience.

Drive-Through Composition Requirements: Refer to Illustration 6.13 for frontage composition graphic reference.

Commented [JP79]: Add image.

Commented [JP80]: Add updated illustration removing J.

Commented [JP81]: Remove Image 6.11.

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SECTION 2006 BUILDING TYPE STANDARDS

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
E. Entry door is required to be at adjacent sidewalk grade.
F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
I. Required 18" to 30" high storefront base.
~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
~~K.~~J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.
~~L.~~K. The storefront frontage may have an angled corner entry as permitted by the specific Building Type. The angled corner entry shall meet the transparency requirements of the storefront frontage and have an entry door.

Drive-Through Location Requirements: Refer to Illustration 6.1~~4~~3 for frontage location graphic reference.

Commented [JP83]: Add illustration. All subsequent Illustration numbers are corrected from 6.13 to 6.113 due to a repeated number here.

A. The building facade(s) are required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.
C. Rear Drive-Through Zone: Drive-through locations at the rear of the building shall be placed within a rear drive-through zone that is located as follows:
    1. 0 to 45 feet, measured from rear building wall.
    2. 15 feet minimum, measured from building walls that face side streets.
D. Side Drive-Through Zone: Drive-through locations at the non-street facing sides of the building shall be placed within a rear drive-through zone that is located as follows:
    1. 0 to 45 feet, measured from side building wall.
    2. 15 feet minimum, measured from building walls that face front streets.
E. Drive-through locations shall comply with rear and side setbacks of the Context Area that the lot is in. Refer to Section 2005.
F. Storefront is required at the ground level floor at building facades facing streets, civic space, and rights-of-way.

2006.09 RETAIL BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

SECTION 2006 BUILDING TYPE STANDARDS

~~This~~ ~~The~~ Retail Building Type is a medium- to large-sized typically attached structure. It is intended to provide a single story building with ground floor retail or service uses. This Type makes up the secondary component of a main street and is a Building Type that can provide street vibrancy and enhanced walkability.

2.0 PRECEDENT OF RETAIL BUILDING TYPE

Commented [JP84]: Add images.

The following images represent precedent examples of the Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.1~~5~~4 for Building Type size and massing graphic representation.

Commented [JP85]: Add illustration.

A. Building width at front street: 150 feet maximum
B. Building width at front street shall be built to a minimum of 90% of the overall width of the front street property line.
C. Building width at side street: 100 feet maximum
D. Building depth: 20 feet minimum
E. Maximum site coverage: 100%

4.0 GROUND FOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.1~~6~~5 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP86]: Add illustration.

A. Entrances to ground floor unit(s) are required at the front street and shall be directly accessed from and face the front street.
B. Entrances to ground floor unit(s) shall occur at intervals of not greater than 75 feet along the front street.
C. Entrances to ground floor unit(s) at the side street (if provided) shall be directly accessed from and face the side street.
D. Optional angled building corner with required entry door. Maximum length of angled wall shall be 8 feet.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Required total of 1 unit minimum (1 unit at street level).

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.1~~7~~6 for Building Type facade composition requirements.

Commented [JP87]: Add updated illustration removing C and D.

A. Building shall have a flat roof with parapet.
B. Building shall have a cornice expression line at roofline.
~~C. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
~~D. Building shall have an 18" to 32" pilaster or wall surface every 20 to 40 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

SECTION 2006 BUILDING TYPE STANDARDS
8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.187 for Building Type story height requirements.

Commented [JP88]: Add illustration.

A. Ground floor ceiling shall be 14 feet minimum.
B. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
C. Height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

9.0 BUILDING TYPE FRONTAGE OPTIONS

Commented [JP89]: Add updated table including Lakeside Context Areas.

The Retail Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Retail Building Type are provided in the table below and described on the following pages of this subsection.

9.01 BUILDING TYPE FRONTAGE OPTION 1: STOREFRONT

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to Illustration 6.198 for frontage location graphic reference.

Commented [JP90]: Add illustration.

A. The building facade(s) are required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. ~~Awnings, canopies, cornices, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Storefront Composition Requirements: Refer to Illustration 6.2019 for frontage composition graphic reference.

Commented [JP91]: Add updated illustration removing J.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story and shall be interrupted by the required pilasters referenced in item J. on this page.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
E. Entry door is required to be at adjacent sidewalk grade.
F. Optional 30" to 42" sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page.~~
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
I. Required 18" to 30" high storefront base.

SECTION 2006 BUILDING TYPE STANDARDS

~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~

~~K.~~J. Refer to Building Type for roof and cornice requirements.

~~L.~~K. The storefront frontage may have an angled corner entry as permitted by the specific Building Type. The angled corner entry shall meet the transparency requirements of the storefront frontage and have an entry door.

~~M.~~L. Storefront windows may be replaced with overhead doors~~. Overhead doors that replace storefront windows are required to~~ that meet the transparency requirements in item H. ~~Refer to Image 6.18.~~

Commented [JP92]: Remove Image 6.18.

9.02 BUILDING TYPE FRONTAGE OPTION 2: TERRACE

Description: In a Terrace Frontage Type, the facade of the building that faces the ~~front~~ street is set back from the right-of-way line to accommodate an elevated terrace. The terrace provides circulation along the facade. This Frontage Type can be used to provide at-grade access while accommodating a grade change. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. This frontage may also be used in historic industrial areas to mimic historic loading docks.

Terrace Location Requirements: Refer to Illustration 6.21~~0~~ for frontage location graphic reference.

Commented [JP93]: Add updated illustration removing C and D.

A. The terrace frontage is required to be placed at a build-to-line as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. Building facades with the terrace frontage are exempt from the requirement of being placed at the build-to-line at the front property line. The terrace is required to be placed at the build-to-line, or as close as possible to the build-to-line in instances where conditions required in item C~~E~~ on this page cannot be met with the terrace at build-to-line.

~~C. Terrace frontages are not permitted on side streets.~~

~~D. Terrace frontages shall not be permitted on more than 50% of the buildings on one block face.~~

~~E.~~C. Terrace placement shall provide a minimum of 10 feet for sidewalk~~,~~ and pedestrian access~~, and sidewalk furnishing zone~~ between terrace edge and line of curb. Clear pedestrian access shall be maintained at 5 feet minimum.

~~F.~~D. Low walls of the terrace that are designed for seating are encouraged.

~~G.~~E. Steps to access terrace shall occur at intervals of not greater than 50 feet. Steps may extend into the public right-of-way when the requirements of item ~~E~~C. are met.

~~H.~~F. Terrace depth shall be 5 feet minimum.

~~I.~~G. Terrace finish level above sidewalk shall be 42 inches maximum.

~~J.~~H. Maximum length of terrace shall be 150 feet.

~~K.~~I. Storefront is required at the ground level floor.

Terrace Composition Requirements: Refer to Illustration 6.22~~1~~ for frontage composition graphic reference.

Commented [JP94]: Add updated illustration removing J.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.

E. Entry door is required to be at adjacent terrace grade.
F. Optional 30" to 42" sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade of terrace.
H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
I. Required 18" to 30" high storefront base.
~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
~~K.~~J. Refer to Building Type for roof and cornice requirements.
~~L.~~K. Storefront windows may be replaced with overhead doors~~. Overhead doors that replace storefront windows are required to~~ that meet the transparency requirements in item H.~~ Refer to Image 6.20.~~
~~M.~~L. Conditionally Permitting of Frontage: Terrace Frontage is permitted to be used on this Building Type only when adjacent sidewalk and Public Realm conditions present slopes that prevent consistent at-grade access.

Commented [JP95]: Remove Image 6.20.

9.03 BUILDING TYPE FRONTAGE OPTION 3: DRIVE-THROUGH

Description: The Drive-through Frontage is identical to the Storefront Frontage, however it includes an automobile drive-through at the rear or non-street facing sides. The drive-through may include a covered structure at the service window location. This structure is designed to be a secondary element to the building and is consistent with the massing, scale, and design of the building. This frontage is typically associated with retail and mixed-use buildings and includes a storefront that is designed in a way that promotes an attractive and convenient shopping experience.

Drive-Through Composition Requirements: Refer to Illustration 6.2~~3~~2 for frontage composition graphic reference.

Commented [JP96]: Add updated illustration removing J.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
E. Entry door is required to be at adjacent sidewalk grade.
F. Required 30" to 42" sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
I. Required 18" to 30" high storefront base.

~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~

~~K.~~J. Refer to Building Type for roof and cornice requirements.

~~L.~~K. The storefront frontage may have an angled corner entry as permitted by the specific Building Type. The angled corner entry shall meet the transparency requirements of the storefront frontage and have an entry door.

Drive-Through Location Requirements: Refer to Illustration 6.2~~43~~ for frontage location graphic reference.

Commented [JP97]: Add illustration.

A. The building facade(s) are required to be placed at a build-to-line or within a build-to-zone, depending on building site placement requirements in the ~~Public Realm~~ Context Area section. Refer to Section ~~2004~~2005.
B. ~~Awnings, canopies, cornices, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.
C. Rear Drive-Through Zone: Drive-through locations at the rear of the building shall be placed within a rear drive-through zone that is located as follows:
    1. 0 to 45 feet, measured from rear building wall.
    2. 15 feet minimum, measured from building walls that face side streets.
D. Side Drive-Through Zone: Drive-through locations at the non-street facing sides of the building shall be placed within a rear drive-through zone that is located as follows:
    1. 0 to 45 feet, measured from side building wall.
    2. 15 feet minimum, measured from building walls that face front streets.
E. Drive-through locations shall comply with rear and side setbacks of the Context Area that the lot is in. Refer to Section 2005.
F. Storefront is required at the ground level floor at building facades facing streets, civic space, and rights-of-way.

2006.10 FLEX BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Flex Building Type is a medium- to large-sized attached or detached structure, typically built on a large lot. It can be used to provide a vertical mix of uses with ground floor industrial, service, retail, or residential uses; or it may be a single-use building. This Type is a primary component in a variety of urban context areas that provide a mix of Building Types.

2.0 PRECEDENT OF FLEX BUILDING TYPE

Commented [JP98]: Add images. Correct image of Muskegon Savings Bank.

The following images represent precedent examples of the Flex Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.2~~54~~ for Building Type size and massing graphic representation.

Commented [JP99]: Add illustration.

A. Building width at front street: 200 feet maximum
B. Building width at front street shall be built to a minimum of 75% of the overall width of the front street property line.
C. Building width at side street: 100 feet maximum

D. Building depth: 20 feet minimum
E. Maximum site coverage: 100%

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.265 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP100]: Add illustration.

A. Entrances to ground floor unit(s) are required at the front street and shall be directly accessed from and face the front street.
B. Entrances to ground floor unit(s) shall occur at intervals of not greater than 100 feet along the front street.
C. Entrances to ground floor unit(s) at the side street (if provided) shall be directly accessed from and face the side street.
D. Upper floor units may be accessed by a common entry ~~or lobby~~ along the front or side street or at the rear of the building.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Required total of 1 unit minimum.

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.276 for Building Type facade composition requirements.

Commented [JP101]: Add updated illustration removing C, D, and F.

A. Building shall have a flat roof with parapet.
B. Building shall have a cornice expression line at roofline.
~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line.~~
~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
~~E.~~C. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.
~~F. Building shall have an 18" to 32" pilaster or wall surface every 20 to 40 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.287 for Building Type story height requirements.

Commented [JP102]: Add illustration.

A. Ground floor ceiling shall be 14 feet minimum.
B. Upper floor ceilings shall be 8-14 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
D. Height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

9.0 BUILDING TYPE FRONTAGE OPTIONS

Commented [JP103]: Add updated table including Lakeside Context Areas.

SECTION 2006 BUILDING TYPE STANDARDS

The Flex Building Type is required to have 1 of the following 4 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Combination of Frontages: For Flex Building Types, more than one frontage may be used on the same building at front and/or side streets.

Frontage options for the Flex Building Type are provided in the table below and described on the following pages of this subsection.

9.01 BUILDING TYPE FRONTAGE OPTION 1: STOREFRONT

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to Illustration 6.2~~9~~8 for frontage location graphic reference.

Commented [JP104]: Add illustration.

A. The building facade(s) are required to be placed within a build-to-zone, as required by building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the building facade shall have one of the following treatments depending on distance from the property line:
    1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
    2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
    3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Storefront Composition Requirements: Refer to Illustration 6.3~~0~~29 for frontage composition graphic reference.

Commented [JP105]: Add updated illustration removing J.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
E. Entry door is required to be at adjacent sidewalk grade.
F. Optional 30” to 42” sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.

SECTION 2006 BUILDING TYPE STANDARDS

H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.

I. Required 18" to 30" high storefront base.

~~J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~

~~K.~~J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.

~~L.~~K. Storefront windows may be replaced with overhead doors~~. Overhead doors that replace storefront windows are required to~~ that meet the transparency requirements in item H.~~ Refer to Image 6.27.~~

Commented [JP106]: Remove Image 6.27.

9.02 BUILDING TYPE FRONTAGE OPTION 2: TERRACE

Description: In a Terrace Frontage Type, the facade of the building that faces the front street is set back from the right-of-way line to accommodate an elevated terrace. The terrace provides circulation along the facade. This Frontage Type can be used to provide at-grade access while accommodating a grade change. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. This frontage may also be used in historic industrial areas to mimic historic loading docks.

Terrace Location Requirements: Refer to Illustration 6.3~~1~~0 for frontage location graphic reference.

Commented [JP107]: Add updated illustration removing C.

A. The terrace frontage is required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.

B. Building facades with the terrace frontage are exempt from the requirement of being placed within the build-to-zone at the front and side property lines. The terrace is required to be placed within the build-to-zone.

~~C. Terrace frontages shall not be permitted on more than 50% of the buildings on one block face.~~

~~D.~~C. The ground area between the front property lines and the front edge of the terrace shall be paved to match the public sidewalk. In cases where steps project beyond the front edge of the terrace, the area adjacent to and in line with the steps may be landscaped.

~~E.~~D. Terrace placement shall provide a minimum of 10 feet for sidewalk~~,~~ and pedestrian access~~, and sidewalk furnishing zone~~ between terrace edge and line of curb. Clear pedestrian access shall be maintained at 5 feet minimum.

~~F.~~E. Low walls of the terrace that are designed for seating are encouraged.

~~G.~~F. Steps to access terrace shall occur at intervals of not greater than 50 feet. Steps may extend past the build-to-zone when the requirements of item ~~E~~D. are met.

~~H.~~G. Terrace depth shall be 10 feet minimum.

~~I.~~H. Terrace finish level above sidewalk shall be 42 inches maximum.

~~J.~~I. Maximum length of terrace shall be 200 feet.

~~K.~~J. Storefront is required at the ground level floor.

Terrace Composition Requirements: Refer to Illustration 6.32~~1~~ for frontage composition graphic reference.

Commented [JP108]: Add updated illustration removing J.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story~~ and shall be interrupted by the required pilasters referenced in item J. on this page~~.

B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.

C. Required entry door shall have fifty (50) percent minimum transparency.

SECTION 2006 BUILDING TYPE STANDARDS

D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, Eentry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.

E. Entry door is required to be at adjacent terrace grade.

F. Optional 30" to 42" sign band or horizontal expression line above storefront window or transom. Sign band or horizontal expression line shall extend the entire width of the storefront but may be interrupted by the required pilasters referenced in item J. on this page.

G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade of terrace.

H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.

I. Required 18" to 30" high storefront base.

J. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.

K.J. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression lineRefer to Building Type for transparency requirements of upper stories.

L.K. Storefront windows may be replaced with overhead doors. Overhead doors that replace storefront windows are required to that meet the transparency requirements in item H. Refer to Image 6.29.

M.L. Conditionally Permitting of Frontage: Terrace Frontage is permitted to be used on this Building Type only when adjacent sidewalk and Public Realm conditions present slopes that prevent consistent at-grade access.

Commented [JP109]: Remove Image 6.29.

9.03 BUILDING TYPE FRONTAGE OPTION 3: FORECOURT

Description: In a Forecourt Frontage Type, the facade of the building that faces the front street is at or near the right-of-way line and a small percentagesection of the facade is set back, creating a small courtyard space. The courtyard space may be used as an entry court or shared garden space, or as an additional area for shopping or restaurant seating. The courtyard area is not covered and extends the entire height of the building.

Forecourt Location Requirements: Refer to Illustration 6.332 for frontage location graphic reference.

Commented [JP110]: Add updated illustration removing B.

A. A minimum of 30% of the building facade of the forecourt frontage is required to be placed within the build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.

B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:

1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.

2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.

3.A. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director and/or Planning Commission.

SECTION 2006 BUILDING TYPE STANDARDS

~~C.~~B. Required courtyard shall have a width ~~that is~~of twelve (12) feet minimum.

~~D.~~C. Required courtyard shall have a depth of twelve (12) feet minimum.

~~E.~~D. Courtyard shall not exceed 1,200 square feet in area and shall be paved. Landscape islands may be used within the space, but may not cover more than 40% of the courtyard's ground area.

~~F.~~E. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Forecourt Composition Requirements: Refer to Illustration 6.3~~43~~ for frontage composition graphic reference for building walls that face the courtyard and building walls that face the front and side streets.

Commented [JP111]: Add updated illustration removing D.

A. Entry door(s) shall have 25% minimum transparency.
B. Entry door(s) may be at-grade or raised and accessed by steps.
    1. At-grade entry door (zero-step) shall have one of the following treatments:
        i. Covered with a supported roof (as depicted ~~in the graphic~~). Roof shall be supported with columns.
        ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
        iii. Uncovered (with no canopy or supported roof).
        iv. Recessed in building wall.
    2. Elevated entry door shall have one of the following treatments:
        i. Covered with a supported roof. Roof shall be supported with columns.
        ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
    3. Elevated entry doors shall have a stoop (landing at door) that is minimum 4 feet deep and minimum 4 feet wide.
C. Transparency: Forecourt frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

~~D. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

~~E.~~D. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.

9.04 BUILDING TYPE FRONTAGE OPTION 4: DOORYARD

Description: In a Dooryard Frontage Type, the facade of the building that faces the front street is setback a small distance from the front and side streets, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard may be raised or at-grade and is most often intended for ground floor residential.

Dooryard Location Requirements: Refer to Illustration 6.3~~5~~4 for frontage location graphic reference.

Commented [JP112]: Add illustration.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
    1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.

2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
   Additionally, one of the following landscape elements is required to be placed at the property line when the distance between facade and property line is greater than ten (10) feet:
   i. A 24" to 42" high brick wall.
   ii. A decorative metal fence that is 42" high maximum.
   iii. A continuous hedge that is maintained at a 42" maximum height.
3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and lightwells may extend in to required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Wells may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Dooryard Composition Requirements: Refer to Illustration 6.3~~65~~ for frontage composition graphic reference.

Commented [JP113]: Add updated illustration removing D.

A. Entry door(s) shall have 25% minimum transparency.
B. Entry door(s) may be at-grade or elevated and accessed by steps.
   1. At-grade entry door (zero-step) shall have one of the following treatments:
      i. Covered with a supported roof (as depicted ~~in the graphic~~). Roof shall be supported with columns.
      ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
      iii. Uncovered (with no canopy or supported roof).
      iv. Recessed in building wall.
   2. Elevated entry door shall have one of the following treatments:
      i. Covered with a supported roof. Roof shall be supported with columns.
      ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
   3. Elevated entry doors shall have a stoop (landing at door) that is minimum 4 feet deep and minimum 4 feet wide.
C. Transparency: Dooryard frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

~~D. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

~~E.~~D. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.

2006.11 COTTAGE RETAIL BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Cottage Retail Building Type is a small- to medium-sized detached structure. It is intended to provide retail or service uses at the ground floor. This Type will typically have a residential mass, scale, and composition that allows it to integrate into adjacent residential areas.

2.0 PRECEDENT OF COTTAGE RETAIL BUILDING TYPE

Commented [JP114]: Add images.

SECTION 2006 BUILDING TYPE STANDARDS

The following images represent precedent examples of the Cottage Retail Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.376 for Building Type size and massing graphic representation.

Commented [JP115]: Add illustration.

A. Building width at front street: 30 feet maximum
B. Building depth: 20 feet minimum
C. Maximum site coverage: 60%

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.387 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP116]: Add illustration.

A. Entrances to ground floor unit(s) are required at the front street and shall be directly accessed from and face the front street.
B. Entrances to ground floor unit(s) at the side street (if provided) shall be directly accessed from and face the side street.
C. Upper floor units may be accessed by a common entry along the front or side street or at the rear of the building.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Required total of 1 unit minimum.
B. Cottage Retail Buildings per lot: 2 maximum.

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.398 for Building Type facade composition requirements.

Commented [JP117]: Add updated illustration removing B and C.

A. Building shall have a pitched (sloped) roof that is compatible with the surrounding residential architecture.
~~B. Transparency Upper Stories: Building facades facing streets shall have 10% to 35% of the facade be windows between the finish floor line of the second story and roof eave.~~
~~C. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
~~D.~~B. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.4039 for Building Type story height requirements.

Commented [JP118]: Add illustration.

A. Ground floor ceiling shall be 8-1412 feet ~~minimum~~.
B. Upper floor ceilings shall be 8-14 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.

SECTION 2006 BUILDING TYPE STANDARDS

9.0 BUILDING TYPE FRONTAGE OPTIONS

Commented [JP119]: Add updated table including Lakeside Context Areas.

The Cottage Retail Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Cottage Retail Building Type are provided in the table below and described on the following pages of this subsection.

9.01 BUILDING TYPE FRONTAGE OPTION 1: STOREFRONT

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to Illustration 6.410 for frontage location graphic reference.

Commented [JP120]: Add illustration.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the building facade shall have one of the following treatments depending on distance from the property line:
    1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
    2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
    3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Storefront Composition Requirements: Refer to Illustration 6.421 for frontage composition graphic reference.

Commented [JP121]: Add updated illustration removing J.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. Required entry door shall have fifty (50) percent minimum transparency.
D. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
E. Entry door is required to be at adjacent sidewalk grade.
F. Required 30” to 42” sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page.~~
G. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
H. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.

SECTION 2006 BUILDING TYPE STANDARDS

I. Required 18" to 30" high storefront base.

~~J. Required 18" to 32" wide pilaster or wall surface spaced at 20 to 40 feet along building facades facing street. Pilaster or wall surface shall extend the full height of the storefront frontage and shall be terminated by the sign band or horizontal expression line.~~

~~K.~~J. Transparency Upper Stories: Building facades facing streets shall have 10% to 35% of the facade be windows between the finish floor line of the second story and roof eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.02 BUILDING TYPE FRONTAGE OPTION 2: DOORYARD

Description: In a Dooryard Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard is at-grade.

Dooryard Location Requirements: Refer to Illustration 6.4~~3~~2 for frontage location graphic reference.

Commented [JP122]: Add updated illustration removing D.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
    1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
    2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
       Additionally, one of the following landscape elements is required to be placed at the property line when the distance between facade and property line is greater than ten (10) feet:
        i. A 24" to 42" high brick wall.
        ii. A decorative metal fence that is 42" high maximum.
        iii. A continuous hedge that is maintained at a 42" maximum height.
    3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and lightwells may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Wells may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Dooryard Composition Requirements: Refer to Illustration 6.4~~3~~4 for frontage composition graphic reference.

Commented [JP123]: Add illustration.

A. Entry door(s) shall have 25% minimum transparency.
B. Entry door(s) are required to be at-grade. At-grade entry doors shall have one of the following treatments:
    1. Covered with a supported roof. Roof shall be supported with columns.
    2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
    3. Uncovered (with no canopy or supported roof~~.). A~~as depicted ~~in the graphic)~~.
    4. Recessed in building wall.

C. Transparency: Dooryard frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

D. Transparency Upper Stories: Building facades facing streets shall have 10% to 35% of the facade be windows between the finish floor line of the second story and roof eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.03 BUILDING TYPE FRONTAGE OPTION 3: STOOP

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to Illustration 6.454 for frontage location graphic reference.

Commented [JP124]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.

B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting stoop and public sidewalk shall be minimum 5 feet wide.~~

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to Illustration 6.465 for frontage composition graphic reference.

Commented [JP125]: Add illustration.

A. Entry door(s) shall have 25% minimum transparency.

B. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
   1. Covered with a supported roof. Roof shall be supported with columns.
   2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.

C. Depth of stoop landing shall be 4 feet minimum.

D. Width of stoop landing shall be 5 feet minimum.

E. Stoop shall be 12” minimum above adjacent grade.

F. Transparency: Stoop frontage shall have 40% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

G. Transparency Upper Stories: Building facades facing streets shall have 10% to 35% of the facade be windows between the finish floor line of the second story and roof eave~~Refer to Building Type for transparency requirements of upper stories~~.

2006.12 LIVE/WORK BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Live/Work Building Type is a small- to medium-sized attached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for residential, service, or retail uses. Both the ground floor space and the dwelling unit are owned by one entity. This Type is especially appropriate for incubating retail and service uses and allowing neighborhood retail to expand as the market demands.

SECTION 2006 BUILDING TYPE STANDARDS

2.0 PRECEDENT OF LIVE/WORK BUILDING TYPE

Commented [JP126]: Add images.

The following images represent precedent examples of the Live/Work Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.476 for Building Type size and massing graphic representation.

Commented [JP127]: Add illustration.

A. Building width at front street: 18 feet minimum and 36 feet maximum
B. Building depth: 20 feet minimum
C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street. ~~Attached garage is not permitted if a Carriage House is included on the parcel.~~
D. Building may have a detached garage or a Carriage House ~~in lieu of an attached garage~~. Refer to Carriage House Building Type in Section 2006.18 for requirements.
E. Live/Works per run of attached units: 2 minimum, 8 maximum.
F. Maximum site coverage: 80% including garage or Carriage House.

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.487 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP128]: Add illustration.

A. Entrances to ground floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
B. Entrances to upper floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
C. Ground floor and upper floor unit(s) are required to have separate entrances.
D. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Total of 2 units maximum. Both units shall be used by the same occupant.
B. Live/Work Buildings per lot: 2 maximum.
C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Live/Work Building.

6.0 USE

Building Type use:

B. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.498 for Building Type facade composition requirements.

Commented [JP129]: Add updated illustration removing C, D, and F.

A. Building may have a flat roof with parapet or a pitched (sloped) roof.
B. Buildings with flat roof shall have a cornice expression line at roofline.
~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave.~~

SECTION 2006 BUILDING TYPE STANDARDS

~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~

~~E.~~C. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.

~~F. Building shall have an 18" to 32" pilaster or wall surface every 18 to 36 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.50~~49~~ for Building Type story height requirements.

Commented [JP130]: Add illustration.

A. Ground floor ceiling shall be ~~12~~ 8-14 feet ~~minimum~~.
B. Upper floor ceilings shall be 8-14 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
D. On Building Type with flat roof option, the height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

9.0 BUILDING TYPE FRONTAGE OPTIONS

Commented [JP131]: Add updated table including Lakeside Context Areas.

The Live/Work Building Type is required to have 1 of the following 4 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

~~Combination of Frontages: For Flex Building Types, more than one frontage may used on the same building at front and/or side streets.~~

Frontage options for the Live/Work Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Storefront

Description: The Storefront Frontage Type is applied to the ground level floor of a Building Type along the front and side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Location Requirements: Refer to Illustration 6.51~~0~~ for frontage location graphic reference.

Commented [JP132]: Add illustration.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the building facade shall have one of the following treatments depending on distance from the property line:
    1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
    2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
    3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

SECTION 2006 BUILDING TYPE STANDARDS

Storefront Composition Requirements: Refer to Illustration 6.521 for frontage composition graphic reference.

A. Storefronts shall extend across eighty (80) percent of the overall length of the first story ~~and shall be interrupted by the required pilasters referenced in item J. on this page~~.
B. Optional transom window may extend over entry recess (as depicted) or follow entry recess.
C. When the facade wall of the building is set back less than three (3) feet from the sidewalk, ~~E~~entry door is required to be recessed three (3) feet to eight (8) feet from the facade wall of the building. The angled wall (the wall that connects the storefront to the door) in the recess area shall match the main storefront window.
D. Entry door is required to be at adjacent sidewalk grade.
E. Required 30" to 42" sign band or horizontal expression line above storefront window or transom~~. Sign band or horizontal expression line~~ shall extend the entire width of the storefront ~~but may be interrupted by the required pilasters referenced in item J. on this page~~.
F. Storefront window glass shall be eight (8) feet high minimum, measured from the adjacent grade.
G. Transparency: Storefront frontage shall have 60% to 80% of the facade be windows between the top of the storefront base and bottom of sign band (or horizontal expression line). Entry door transparency shall be included as part of the required transparency calculation.
H. Required 18" to 30" high storefront base.
~~I. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type. Pilaster or wall surface shall extend the full height of the storefront frontage, by may be interrupted by the sign band or horizontal expression line.~~
~~J.~~I. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.
~~K.~~J. Storefront windows may be replaced with overhead doors~~. Overhead doors that replace storefront windows are required to~~ that meet the transparency requirements in item G.~~ Refer to Image 6.44.~~

Commented [JP133]: Add updated illustration removing I.

Commented [JP134]: Remove Image 6.44.

9.02 Building Type Frontage Option 2: Dooryard

Description: In a Dooryard Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard is at-grade.

Dooryard Location Requirements: Refer to Illustration 6.532 for frontage location graphic reference.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
    1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
    2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
    Additionally, one of the following landscape elements is required to be placed at the property line when the distance between facade and property line is greater than ten (10) feet:
        i. A 24" to 42" high brick wall.

Commented [JP135]: Add updated illustration combining C and D.

ii. A decorative metal fence that is 42" high maximum.
iii. A continuous hedge that is maintained at a 42" maximum height.

C. Balconies, awnings, canopies, cornices, upper bays, and projecting signs may extend into the public right-of-way and lightwells may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Wells may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Dooryard Composition Requirements: Refer to Illustration 6.543 for frontage composition graphic reference.

Commented [JP136]: Add illustration.

A. Entry door(s) are required to be at-grade. At-grade entry doors shall have one of the following treatments:
   1. Covered with a supported roof. Roof shall be supported with columns.
   2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
   3. Uncovered (with no canopy or supported roof~~,~~). ~~A~~ as depicted~~) in the graphic~~.

B. Transparency: Dooryard frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.03 Building Type Frontage Option 3: Lightwell

Description: In a Lightwell Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. This frontage has a combined elevated terrace and sunken lightwell between the building wall and property line. This frontage type buffers residential, retail, and service uses from urban sidewalks and removes the private yard from public encroachment.

Lightwell Location Requirements: Refer to Illustration 6.554 for frontage location graphic reference.

Commented [JP137]: Add updated illustration replacing F with E.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.

B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
   1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
   2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.

C. Required exterior stair from adjacent sidewalk grade down to sunken lightwell.

D. Required exterior stair from adjacent sidewalk grade to elevated terrace.

E. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~F. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Lightwell Composition Requirements: Refer to Illustration 6.565 for frontage composition graphic reference.

Commented [JP138]: Add illustration.

SECTION 2006 BUILDING TYPE STANDARDS

A. Entry door(s) are required to be elevated. Elevated entry doors shall have one of the following treatments:
    1. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables (as depicted ~~in the graphic~~).
    2. Uncovered (with no canopy or supported roof).
B. Depth of required terrace shall be 4 feet minimum and 8 feet maximum.
C. Terrace shall be 3 feet minimum above adjacent grade.
D. Depth of required lightwell shall be 6 feet minimum and 10 feet maximum.
E. Transparency First Floor: Lightwell frontage shall have 10% to 50% of the facade be windows between the finish floor line of the first story and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
F. Transparency Lightwell: Lightwell frontage shall have 10% to 30% of the facade be windows between the finish floor line of the first story and the finish floor line of the lightwell (basement).
G. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.

~~H. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

9.04 Building Type Frontage Option 4: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to Illustration 6.5~~7~~6 for frontage location graphic reference.

Commented [JP139]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
    1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
    2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to Illustration 6.5~~8~~7 for frontage composition graphic reference.

Commented [JP140]: Add illustration.

A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
    1. Covered with a supported roof. Roof shall be supported with columns.
    2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
B. Depth of stoop landing shall be 4 feet minimum.
C. Width of stoop landing shall be 5 feet minimum.

D. Stoop shall be 12” minimum above adjacent grade.
E. Transparency: Stoop frontage shall have 40% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
F. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eaveRefer to Building Type for transparency requirements of upper stories.

2006.13 LARGE MULTI-PLEX BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Large Multi-Plex Building Type is a medium- to large-sized structure that consists of 7 or more side-by-side and/or stacked dwelling units, typically with one shared entry. This Type is appropriately scaled to fit in medium-density neighborhoods and enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

2.0 PRECEDENT OF LARGE MULTI-PLEX BUILDING TYPE

Commented [JP141]: Add images.

The following images represent precedent examples of the Large Multi-Plex Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.598 for Building Type size and massing graphic representation.

Commented [JP142]: Add illustration.

A. Building width at front street: 80 feet maximum
B. Building width at side street: 80 feet maximum
C. Building depth: 75 feet maximum
D. Maximum site coverage: 70%

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.6059 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP143]: Add illustration.

A. Main entrances shall be located along front street.
B. Units shall be accessed by a common entry along the front street.
C. On corner lots, units may enter from a secondary side street common entry.
D. Units may enter from a secondary common entry in the rear of the building.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Total of 7 or more units per building.
B. Large Multi-Plex Buildings per lot: 1 maximum.

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

SECTION 2006 BUILDING TYPE STANDARDS

Refer to Illustration 6.610 for Building Type facade composition requirements.

A. Building shall have a flat roof with parapet.
B. Building shall have a cornice expression line at roofline.
~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line.~~
~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
~~E.~~C. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.
~~F. Building shall have an 18" to 32" pilaster or wall surface every 20 to 40 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.621 for Building Type story height requirements.

A. Ground floor ceiling shall be 8-1410 feet ~~minimum~~.
B. Upper floor ceilings shall be 8-10 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
D. Height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Large Multi-Plex Building Type is required to have 1 of the following 4 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Large Multi-Plex Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Forecourt

Description: In a Forecourt Frontage Type, the facade of the building that faces the front street is at or near the right-of-way line and a small percentage of the facade is set back, creating a small courtyard space. The courtyard space may be used as an entry court or shared garden space. The courtyard area is not covered and extends the entire height of the building.

Forecourt Location Requirements: Refer to Illustration 6.632 for frontage location graphic reference.

A. A minimum of 30% of the building facade of the forecourt frontage is required to be placed within the build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk(s) connecting entry door(s) to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
C. Required courtyard shall have a width ~~that is~~of twelve (12) feet minimum.
D. Required courtyard shall have a depth of twelve (12) feet minimum.
E. Courtyard shall not exceed 1,200 square feet in area and shall be landscaped, with sidewalks connecting entry doors. Landscape shall cover 70% minimum of the courtyard's ground area.
F. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way per the requirements of ~~the encroachment section in~~ Section 2003.02.

Commented [JP144]: Add updated illustration removing C, D, and F.

Commented [JP145]: Add illustration.

Commented [JP146]: Add updated table including Lakeside Context Areas.

Commented [JP147]: Add illustration.

SECTION 2006 BUILDING TYPE STANDARDS

Forecourt Composition Requirements: Refer to Illustration 6.643 for frontage composition graphic reference for building walls that face the courtyard and building walls that face the front and side streets.

Commented [JP148]: Add illustration.

A. Entry door(s) shall have 25% minimum transparency.
B. Entry door(s) may be at-grade or elevated and accessed by steps.
    1. At-grade entry door (zero-step) shall have one of the following treatments:
        i. Covered with a supported roof (as depicted ~~in the graphic~~). Roof shall be supported with columns.
        ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
        iii. Uncovered (with no canopy or supported roof).
        iv. Recessed in building wall.
    2. Elevated entry door shall have one of the following treatments:
        i. Covered with a supported roof. Roof shall be supported with columns.
        ii. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
    3. Elevated entry doors shall have a stoop (landing at door) that is minimum 4 feet deep and minimum 4 feet wide.
C. Transparency: Forecourt frontage shall have 10% to 40% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

~~D. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

~~E.~~D. Transparency Upper Stories: Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.

9.02 Building Type Frontage Option 2: Dooryard

Description: In a Dooryard Frontage Type, the facade of the building that faces the front street is setback a small distance from the front and side streets, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard may be raised or at-grade and is most often intended for ground floor residential.

Dooryard Location Requirements: Refer to Illustration 6.654 for frontage location graphic reference.

Commented [JP149]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
    1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
    2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a sidewalk connecting the entry door to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width that is equal to the width of the widest part of the entry door recess.
    Additionally, one of the following landscape elements is required to be placed at the property line when the distance between facade and property line is greater than ten (10) feet:
        i. A 24" to 42" high brick wall.
        ii. A decorative metal fence that is 42" high maximum.
        iii. A continuous hedge that is maintained at a 42" maximum height.

3. Ground area may be paved at distances greater than ten (10) feet when outdoor seating is proposed per approval of Planning Director ~~and/or Planning Commission~~.

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and lightwells may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Wells may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Dooryard Composition Requirements: Refer to Illustration 6.6~~5~~ for frontage composition graphic reference.

Commented [JP150]: Add illustration.

A. Entry door(s) shall have 25% minimum transparency.
B. Entry door(s) shall be at-grade (zero-step) and shall have one of the following treatments:
   1. Covered with a supported roof (as depicted ~~in the graphic~~). Roof shall be supported with columns.
   2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
   3. Uncovered (with no canopy or supported roof).
   4. Recessed in building wall.
C. Transparency: Dooryard frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

~~D. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

~~E.~~D. Transparency Upper Stories: Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.

9.03 Building Type Frontage Option 3: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to Illustration 6.6~~7~~6 for frontage location graphic reference.

Commented [JP151]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall have one of the following treatments depending on distance from the property line:
   1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall be paved to match public sidewalk.
   2. Distance between building facade and property line is greater than ten (10) feet: Ground area shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to Illustration 6.6~~8~~7 for frontage composition graphic reference.

Commented [JP152]: Add illustration.

SECTION 2006 BUILDING TYPE STANDARDS

A. Entry door(s) shall have 25% minimum transparency.
B. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
    1. Covered with a supported roof. Roof shall be supported with columns.
    2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
C. Depth of stoop landing shall be 4 feet minimum.
D. Width of stoop landing shall be 5 feet minimum.
E. Stoop shall be 18" minimum above adjacent grade.
F. Transparency: Stoop frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
G. Transparency Upper Stories: Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.

9.04 Building Type Frontage Option 4: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to Illustration 6.6~~98~~ for frontage location graphic reference.

Commented [JP153]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.
~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Projecting Porch Composition Requirements: Refer to Illustration 6.70~~69~~ for frontage composition graphic reference.

Commented [JP154]: Add illustration.

A. Entry door(s) shall have 25% minimum transparency.
B. Depth of porch shall be 6 feet minimum.
C. Width of porch shall be 8 feet minimum.
D. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
E. Porch shall be 18" minimum above adjacent grade.
F. Projecting porches shall be open on three sides (no walls on three sides).
G. Furniture area shall be 4 feet x 6 feet minimum clear area.

H. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

I. Transparency Upper Stories: Building facades facing streets shall have 10% to 40% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line~~Refer to Building Type for transparency requirements of upper stories~~.

2006.14 SMALL MULTI-PLEX BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Small Multi-Plex Building Type is a medium-sized structure that consists of 3 to 6 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front. This Type has the appearance of a large single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

2.0 PRECEDENT OF SMALL MULTI-PLEX BUILDING TYPE

Commented [JP155]: Add images.

The following images represent precedent examples of the Small Multi-Plex Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.710 for Building Type size and massing graphic representation.

Commented [JP156]: Add updated illustration removing secondary wing and relabeling with correct letters.

A. Building width at front street: 48 feet maximum.

~~B.~~ Building depth: ~~48 feet maximum~~20 feet minimum.

~~C. Building secondary wing depth (if secondary wing is used): 30 feet maximum.~~

~~D.~~B. ~~Building secondary wing width (if secondary wing is used): 30 feet maximum.~~

C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street.

D. Building may have a detached garage or a Carriage House. Refer to Carriage House Building Type in Section 2006.18 for requirements.

E. Maximum site coverage: 70% including garage or Carriage House.

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.721 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP157]: Add updated illustration adding E.

A. Main entrances shall be located along front street.

B. Each unit may have an individual entry or units may be accessed from a common entrance ~~and lobby~~.

C. On corner lots, units may enter from a secondary side street individual entry or common entry.

D. Units may enter from a secondary common entry or individual entry in the rear of the building.

~~D.~~E. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. 3 units minimum, 6 units maximum per building.

SECTION 2006 BUILDING TYPE STANDARDS

B. Small Multi-plex Buildings per lot: 1 maximum.

~~B.~~C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Small Multi-plex Building.

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.732 for Building Type facade composition requirements.

A. Building may have a flat roof with parapet or a pitched (sloped) roof.
B. Buildings with flat roof shall have a cornice expression line at roofline.
~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave.~~
~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
~~E.~~C. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.743 for Building Type story height requirements.

A. Ground floor ceiling shall be 8-10~~9~~ feet ~~minimum~~.
B. Upper floor ceilings shall be 8-10 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
D. On Building Type with flat roof option, the height of parapet wall shall be between 12” minimum and 4 feet maximum, measured from roof line.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Small Multi-Plex Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Small Multi-Plex Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to Illustration 6.754 for frontage location graphic reference.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~

Commented [JP158]: Add updated illustration removing C and D.

Commented [JP159]: Add illustration.

Commented [JP160]: Add updated table including Lakeside Context Areas.

Commented [JP161]: Add updated illustration replacing D with C.

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to Illustration 6.765 for frontage composition graphic reference.

A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
   1. Covered with a supported roof. Roof shall be supported with columns.
   2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables.
   3. Uncovered (with no canopy or supported roof).
B. Depth of stoop landing shall be 4 feet minimum.
C. Width of stoop landing shall be 5 feet minimum.
D. Stoop shall be 12” minimum above adjacent grade.
E. Transparency: Stoop frontage shall have 10% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
F. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.02 Building Type Frontage Option 2: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to Illustration 6.776 for frontage location graphic reference.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Projecting Porch Composition Requirements: Refer to Illustration 6.787 for frontage composition graphic reference.

A. Depth of porch shall be 6 feet minimum.
B. Width of porch shall be 8 feet minimum.

Commented [JP162]: Add illustration.

Commented [JP163]: Add updated illustration replacing D with C.

Commented [JP164]: Add illustration.

C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
D. Porch shall be 18" minimum above adjacent grade.
E. Projecting porches shall be open on three sides (no walls on three sides).
F. Furniture area shall be 4 feet x 6 feet minimum clear area.
G. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
H. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.03 Building Type Frontage Option 3: Engaged Porch

Description: In an Engaged Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The engaged porch has two adjacent sides of the porch that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Engaged Porch Location Requirements: Refer to Illustration 6.7~~9~~8 for frontage location graphic reference.

Commented [JP165]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.
~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Engaged Porch Composition Requirements: Refer to Illustration 6.80~~79~~ for frontage composition graphic reference.

Commented [JP166]: Add illustration.

A. Depth of porch shall be 6 feet minimum.
B. Width of porch shall be 8 feet minimum.
C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
D. Porch shall be 18" minimum above adjacent grade.
E. Engaged porches shall be open on two sides (no walls on two sides).
F. Engaged porches shall have building walls on two sides.
G. A minimum of 33% of the building facade shall project either beyond the line of the porch columns or flush with the porch columns.
H. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

SECTION 2006 BUILDING TYPE STANDARDS

I. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.

2006.15 ROWHOUSE BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Rowhouse Building Type is a small- to medium-sized attached structure that consists of 2 to 8 rowhouses placed side-by-side. This Type is typically located within medium-density neighborhoods or in a location that transitions from single-family to mixed-use. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

2.0 PRECEDENT OF ROWHOUSE BUILDING TYPE

Commented [JP167]: Add images.

The following images represent precedent examples of the Rowhouse Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.810 for Building Type size and massing graphic representation.

Commented [JP168]: Add illustration.

A. Building width at front street: 18 feet minimum and 36 feet maximum.
B. Building depth: 20 feet minimum.
C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street. ~~Attached garage is not permitted if a Carriage House is included on the parcel.~~
D. Building may have a detached garage or a Carriage House ~~in lieu of an attached garage~~. Refer to Carriage House Building Type in Section 2006.18 for requirements.
E. Rowhouses per run of attached units: 2 minimum, 8 maximum.
F. Maximum site coverage: 80% including garage or Carriage House.

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.821~~1~~ for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP169]: Add illustration.

A. Entrances to ground floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
B. Entrances to upper floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
C. Ground floor and upper floor unit(s) are required to have separate entrances.
D. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Total of 1 unit per building.
B. Rowhouse Buildings per lot: 1 maximum.
C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Rowhouse Building.

6.0 USE

SECTION 2006 BUILDING TYPE STANDARDS
Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.832 for Building Type facade composition requirements.

A. Building shall have a flat roof with parapet or a pitched (sloped) roof.
B. Buildings with flat roof shall have a cornice expression line at roofline.
~~C. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave.~~
~~D. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
~~E.~~C. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.
~~F. Building shall have an 18" to 32" pilaster or wall surface every 18 to 36 feet along building facades facing streets. Pilasters shall extend vertically from grade to cornice expression line.~~

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.843 for Building Type story height requirements.

A. Ground floor ceiling shall be 8-1410 feet ~~minimum~~.
B. Upper floor ceilings shall be 8-10 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.
D. On Building Type with flat roof option, the height of parapet wall shall be between 12" minimum and 4 feet maximum, measured from roof line.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Rowhouse Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Combination of Frontages: For Rowhouse Building Types, each individual rowhouse within a run, may have a different frontage than its neighbor. All rowhouses within a run are not required to have the same frontage.

Frontage options for the Rowhouse Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Lightwell

Description: In a Lightwell Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. This frontage has a combined elevated terrace and sunken lightwell between the building wall and property line. This frontage type buffers residential uses from urban sidewalks and removes the private yard from public encroachment.

Lightwell Location Requirements: Refer to Illustration 6.854 for frontage location graphic reference.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
~~B.~~ The ground area between the front and side street property lines and the main building facade shall ~~have one of the following treatments depending on distance from the property line:~~

Commented [JP170]: Add updated illustration removing C, D, and F.

Commented [JP171]: Add illustration.

Commented [JP172]: Add updated table including Lakeside Context Areas.

Commented [JP173]: Add updated illustration replacing F with E.

SECTION 2006 BUILDING TYPE STANDARDS

~~1. Distance between building facade and property line is zero (0) to ten (10) feet: Ground area shall~~ be paved to match public sidewalk. Unless the

~~2.~~B. ~~D~~distance between the building facade and property line is greater than ten (10) feet: in which case the ~~G~~ ground area shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk~~. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum~~.

C. Required exterior stair from adjacent sidewalk grade down to sunken lightwell.

D. Required exterior stair from adjacent sidewalk grade to elevated terrace.

E. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~F. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Lightwell Composition Requirements: Refer to Illustration 6.8~~6~~5 for frontage composition graphic reference.

Commented [JP174]: Add updated illustration removing H.

A. Entry door(s) are required to be elevated. Elevated entry doors shall have one of the following treatments:
   1. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables. (As depicted ~~in the graphic~~).
   2. Uncovered (with no canopy or supported roof).

B. Depth of required terrace shall be 4 feet minimum and 8 feet maximum.

C. Terrace shall be 3 feet minimum above adjacent grade.

D. Depth of required lightwell shall be 6 feet minimum and 10 feet maximum.

E. Transparency First Floor: Lightwell frontage shall have 10% to 50% of the facade be windows between the finish floor line of the first story and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

F. Transparency Lightwell: Lightwell frontage shall have 10% to 30% of the facade be windows between the finish floor line of the first story and the finish floor line of the lightwell (basement).

G. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.

~~H. Required 18" to 32" wide pilaster or wall surface spaced as indicated by Building Type.~~

9.02 Building Type Frontage Option 2: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to Illustration 6.8~~7~~6 for frontage location graphic reference.

Commented [JP175]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.

B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.~~

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to Illustration 6.8~~7~~ for frontage composition graphic reference.

Commented [JP176]: Add illustration.

A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
    1. Covered with a supported roof. Roof shall be supported with columns.
    2. Covered with a canopy. Canopy shall be cantilevered or supported by brackets or cables (as depicted ~~in graphic~~).
    3. Uncovered (with no canopy or supported roof).
B. Depth of stoop landing shall be 4 feet minimum.
C. Width of stoop landing shall be 5 feet minimum.
D. Stoop shall be 18” minimum above adjacent grade.
E. Transparency: Stoop frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
F. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.03 Building Type Frontage Option 3: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to Illustration 6.8~~9~~8 for frontage location graphic reference.

Commented [JP177]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Projecting Porch Composition Requirements: Refer to Illustration 6.90~~89~~ for frontage composition graphic reference.

Commented [JP178]: Add illustration.

A. Depth of porch shall be 6 feet minimum.
B. Width of porch shall be 8 feet minimum.
C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
D. Porch shall be 18” minimum above adjacent grade.

E. Projecting porches shall be open on three sides (no walls on three sides).
F. Furniture area shall be 4 feet x 6 feet minimum clear area.
G. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
H. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of cornice expression line or eave~~Refer to Building Type for transparency requirements of upper stories~~.

2006.16 DUPLEX BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Duplex Building Type is a small- to medium-sized detached structure that consists of two side-by-side or stacked dwelling units, both facing the street and within a single building massing. This Type has the appearance of a medium-sized single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types.

2.0 PRECEDENT OF DUPLEX BUILDING TYPE

Commented [JP179]: Add images.

The following images represent precedent examples of the Duplex Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.910 for Building Type size and massing graphic representation.

Commented [JP180]: Add illustration.

A. Building width at front street: 48 feet maximum.
B. Building depth: 20 feet minimum.
C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street. ~~Attached garage is not permitted if a Carriage House is included on the parcel.~~
D. Building may have a detached garage or a Carriage House ~~in lieu of an attached garage~~. Refer to Carriage House Building Type in Section 2006.18 for requirements.
E. Maximum site coverage: 50% including garage or Carriage House.

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.921 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP181]: Add illustration.

A. Entrances to ground floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street.
B. Entrances to upper floor unit(s) are required to be located at the front and/or side street and shall be directly accessed from and face the street. Existing Detached House Buildings may add an additional unit without meeting this requirement.
C. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Total of 2 units per building.

SECTION 2006 BUILDING TYPE STANDARDS

B. Duplex Buildings per lot: 1 maximum.
C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Duplex Building.

6.0 USE

Building Type use:

B. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.932 for Building Type facade composition requirements.

A. Building shall have a pitched (sloped) roof that is compatible to the surrounding residential architecture.
~~B. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave.~~
~~C. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~
~~D.~~B. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.943 for Building Type story height requirements.

A. Ground floor ceiling shall be 8-109 feet ~~minimum~~.
B. Upper floor ceilings shall be 8-10 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Duplex Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Duplex Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to Illustration 6.954 for frontage location graphic reference.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting stoop and public sidewalk shall be minimum 5 feet wide.~~
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

Commented [JP182]: Add updated illustration removing B and C.

Commented [JP183]: Add illustration.

Commented [JP184]: Add updated table including Lakeside Context Areas.

Commented [JP185]: Add updated illustration replacing D with C.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to Illustration 6.965 for frontage composition graphic reference.

Commented [JP186]: Add illustration.

A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
    1. Covered with a supported roof. Roof shall be supported with columns (as depicted ~~in the graphic~~).
    2. Uncovered (with no canopy or supported roof).
B. Depth of stoop landing shall be 4 feet minimum.
C. Width of stoop landing shall be 5 feet minimum.
D. Stoop shall be 12" minimum above adjacent grade.
E. Transparency: Stoop frontage shall have 40% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
F. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.02 Building Type Frontage Option 2: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to Illustration 6.976 for frontage location graphic reference.

Commented [JP187]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Projecting Porch Composition Requirements: Refer to Illustration 6.987 for frontage composition graphic reference.

Commented [JP188]: Add illustration.

A. Depth of porch shall be 6 feet minimum.
B. Width of porch shall be 8 feet minimum.
C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
D. Porch shall be 18" minimum above adjacent grade.
E. Projecting porches shall be open on three sides (no walls on three sides).
F. Furniture area shall be 4 feet x 6 feet minimum clear area.

G. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

H. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.03 Building Type Frontage Option 3: Engaged Porch

Description: In an Engaged Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The engaged porch has two adjacent sides of the porch that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Engaged Porch Location Requirements: Refer to Illustration 6.9~~8~~ for frontage location graphic reference.

Commented [JP189]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.

B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.

C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.

~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Engaged Porch Composition Requirements: Refer to Illustration 6.10~~09~~ for frontage composition graphic reference.

Commented [JP190]: Add illustration.

A. Depth of porch shall be 6 feet minimum.
B. Width of porch shall be 8 feet minimum.
C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
D. Porch shall be 18” minimum above adjacent grade.
E. Engaged porches shall be open on two sides (no walls on two sides).
F. Engaged porches shall have building walls on two sides.
G. A minimum of 33% of the building facade shall project either beyond the line of the porch columns or flush with the porch columns.
H. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
I. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~Refer to Building Type for transparency requirements of upper stories~~.

2006.17 DETACHED HOUSE BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

SECTION 2006 BUILDING TYPE STANDARDS

The Detached House Building Type is a small- to medium-sized detached structure that incorporates one dwelling unit. It is typically located within a primarily single-family neighborhood in a walkable urban setting. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types.

2.0 PRECEDENT OF DETACHED HOUSE BUILDING TYPE

Commented [JP191]: Add images.

The following images represent precedent examples of the Detached House Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.1010 for Building Type size and massing graphic representation.

Commented [JP192]: Add illustration.

A. Building width at front street: 36 feet maximum.
B. Building depth: 20 feet minimum.
C. Building may have an attached garage located in the rear of the building and accessed from an alley or side street. ~~Attached garage is not permitted if a Carriage House is included on the parcel.~~
D. Building may have a detached garage or a Carriage House ~~in lieu of an attached garage~~. Refer to Carriage House Building Type in Section 2006.18 for requirements.
E. Maximum site coverage: 50% including garage or Carriage House.

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.1021 for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP193]: Add illustration.

A. Main entrance is required to be located at the front and shall be directly accessed from and face the street.
B. Carriage House entrances shall be as required by the Carriage House Building Type in Section 2006.18.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Total of 1 unit per building.
B. Detached House Buildings per lot: 1 maximum.
C. An additional unit is permitted if Carriage House Building Type is used in conjunction with the Detached House Building.

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.1032 for Building Type facade composition requirements.

Commented [JP194]: Add illustration.

A. Building shall have a pitched (sloped) roof that is compatible to the surrounding residential architecture.
~~B. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave.~~
~~C. Transparency Street/Sidewalk Level: Refer to Building Frontage options for transparency requirements at the street and sidewalk level.~~

~~D.~~B. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.10~~43~~ for Building Type story height requirements.

A. Ground floor ceiling shall be 8-10~~9~~ feet ~~minimum~~.
B. Upper floor ceilings shall be 8-10 feet ~~minimum~~.
C. Overall height of Building Type is regulated by Context Area, refer to Section 2005.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Detached House Building Type is required to have 1 of the following 3 frontage configurations applied to the ground level floor where it abuts front and side streets, civic space, and/or public rights-of-way.

Frontage options for the Detached House Building Type are provided in the table below and described on the following pages of this subsection.

9.01 Building Type Frontage Option 1: Stoop

Description: In a Stoop Frontage Type, the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Stoop Location Requirements: Refer to Illustration 6.10~~5~~4 for frontage location graphic reference.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a minimum 5 foot wide sidewalk connecting the entry door to the public sidewalk. ~~Sidewalk connecting stoop and public sidewalk shall be minimum 5 feet wide.~~
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.
~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Stoop Composition Requirements: Refer to Illustration 6.10~~6~~5 for frontage composition graphic reference.

A. Entry door(s) are required to be elevated above adjacent grade. Elevated entry doors shall have one of the following treatments:
    1. Covered with a supported roof. Roof shall be supported with columns (as depicted ~~in the graphic~~).
    2. Uncovered (with no canopy or supported roof).
B. Depth of stoop landing shall be 4 feet minimum.
C. Width of stoop landing shall be 5 feet minimum.
D. Stoop shall be 12” minimum above adjacent grade.
E. Transparency: Stoop frontage shall have 40% to 60% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.

Commented [JP195]: Add illustration.

Commented [JP196]: Add updated table including Lakeside Context Areas.

Commented [JP197]: Add updated illustration replacing D with C.

Commented [JP198]: Add illustration.

F. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.02 Building Type Frontage Option 2: Projecting Porch

Description: In a Projecting Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Porch Location Requirements: Refer to Illustration 6.1076 for frontage location graphic reference.

Commented [JP199]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.
~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Projecting Porch Composition Requirements: Refer to Illustration 6.1087 for frontage composition graphic reference.

Commented [JP200]: Add illustration.

A. Depth of porch shall be 6 feet minimum.
B. Width of porch shall be 8 feet minimum.
C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
D. Porch shall be 18” minimum above adjacent grade.
E. Projecting porches shall be open on three sides (no walls on three sides).
F. Furniture area shall be 4 feet x 6 feet minimum clear area.
G. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
H. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~Refer to Building Type for transparency requirements of upper stories~~.

9.03 Building Type Frontage Option 3: Engaged Porch

Description: In an Engaged Porch Frontage Type, the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The engaged porch has two adjacent sides of the porch that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

SECTION 2006 BUILDING TYPE STANDARDS

Engaged Porch Location Requirements: Refer to Illustration 6.1098 for frontage location graphic reference.

Commented [JP201]: Add updated illustration replacing D with C.

A. The building facade(s) are required to be placed within a build-to-zone as required by the building site placement requirements in the Context Area section. Refer to Section 2005.
B. The ground area between the front and side street property lines and the main building facade shall be landscaped with a sidewalk connecting the porch steps to the public sidewalk. Sidewalk connecting entry door and public sidewalk shall have a width of 5 feet minimum.
C. ~~Balconies, awnings, canopies, cornices, upper bays, and projecting signs~~Architectural elements may extend into the public right-of-way and stoops, lightwells, and/or steps may extend into required setbacks per the requirements of ~~the encroachment section in~~ Section 2003.02.
~~D. Stoops, wells, and/or steps may extend into required setbacks per the requirements of the encroachment section in Section 2003.~~

Engaged Porch Composition Requirements: Refer to Illustration 6.11009 for frontage composition graphic reference.

Commented [JP202]: Add illustration.

A. Depth of porch shall be 6 feet minimum.
B. Width of porch shall be 8 feet minimum.
C. Height of porch ceiling, measured from porch floor shall be 8 feet minimum.
D. Porch shall be 18" minimum above adjacent grade.
E. Engaged porches shall be open on two sides (no walls on two sides).
F. Engaged porches shall have building walls on two sides.
G. A minimum of 33% of the building facade shall project either beyond the line of the porch columns or flush with the porch columns.
H. Transparency: Porch frontage shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story. Entry door transparency shall be included as part of the required transparency calculation.
I. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the eave~~Refer to Building Type for transparency requirements of upper stories~~.

2006.18 CARRIAGE HOUSE BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Carriage House Building Type is an accessory structure typically located at the rear of a lot. It typically provides either a small residential unit or home office space which could be located at ground-level, above, or adjacent to a first floor garage. This Type is important for providing affordable housing choices that are integrated into diverse neighborhoods. This Type shall only be used in conjunction with the Detached House, Duplex, Rowhouse, Live/Work, or Small Multi-plex Building Types.

2.0 PRECEDENT OF CARRIAGE HOUSE BUILDING TYPE

Commented [JP203]: Add images.

The following images represent precedent examples of the Carriage House Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Refer to Illustration 6.1110 for Building Type size and massing graphic representation.

Commented [JP204]: Add illustration.

A. Building width (side facing street): 36 feet maximum.

B. Building depth: 20 feet minimum.
C. Separation from main building: ~~10~~ 6 feet minimum. ~~Carriage house may be connected to the main building with an uninhabitable space such as a breezeway.~~
D. Carriage House Building Type is only allowed on lots where the main building has a residential use and is one of the following building types:
    1. Small Multi-plex Building Type
    2. Live/Work Building Type
    3. Rowhouse Building Type
    4. Duplex Building Type
    5. Detached House Building Type
E. Maximum site coverage: Lot coverage of Carriage House shall be included in the lot coverage requirements of the main building.
F. Building footprint shall not exceed the footprint of the main building on the lot.

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Refer to Illustration 6.1121~~1~~ for Building Type ground floor activation and pedestrian access graphic representation.

Commented [JP205]: Add illustration.

A. Main entrance is required to be accessed from the alley, side street, or internal to the lot.
B. Main entrance shall not be through a garage.
C. Parking may be accessed from the alley, side street, or front street.
D. Parking may be accessed from the front street only when there is no adjacent alley or side street.

5.0 NUMBER OF UNITS

Number of units per Building Type:

A. Total of 1 unit per building.
B. Carriage House Buildings per lot: 1 maximum.

6.0 USE

Building Type use:

A. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Refer to Illustration 6.1132~~2~~ for Building Type facade composition requirements.

Commented [JP206]: Add illustration.

A. Building shall have a flat roof with cornice expression line or pitched (sloped) roof that is compatible with the architecture of the main building.
B. Transparency Upper Stories: Building facades facing streets shall have 10% to 50% of the facade be windows between the finish floor line of the second story and bottom of the cornice expression line or eave.
C. Transparency Street/Sidewalk Level: Building facades facing streets shall have 10% to 50% of the facade be windows between the adjacent grade and the finish floor line of the second story.
D. Upper windows shall be square or vertically proportioned ~~with clear glass. Refer to definitions in Division 11 for clear glass requirements~~.

8.0 BUILDING TYPE STORY HEIGHT

Refer to Illustration 6.1143~~3~~ for Building Type story height requirements.

Commented [JP207]: Add illustration.

SECTION 2006 BUILDING TYPE STANDARDS

A. Ground floor ceiling shall be 8-10 feet ~~minimum~~.
B. Upper floor ceilings shall be 8-10 feet ~~minimum~~.
C. Overall height of Building Type shall not exceed the height of the main building on the lot.

9.0 BUILDING TYPE FRONTAGE OPTIONS

The Carriage House Building Type is not required to have a frontage type.

2006.19 CIVIC BUILDING TYPE

1.0 BUILDING TYPE DESCRIPTION

The Civic Building Type is a small-, medium- or large-sized detached structure that incorporates uses of special public importance including, but not limited to municipal buildings, churches, libraries and schools. Civic Buildings typically have less form regulations than other Building Types because their prominence within the community requires more iconic and distinctive form.

2.0 PRECEDENT OF CIVIC BUILDING TYPE

Commented [JP208]: Add images.

The following images represent precedent examples of the Civic Building Type. They are intended as examples only and should be used for inspiration in the creation of this Building Type for projects within the Muskegon Form Based Code area.

3.0 BUILDING SIZE AND MASSING

Civic Building size and massing is not regulated by this Form Based Code. Generally Civic Buildings shall have a significant presence within the community.

4.0 GROUND FLOOR ACTIVATION AND PEDESTRIAN ACCESS

Civic Building ground floor activation is not regulated by this Form Based Code. Generally Civic Buildings shall have an activated ground floor with pedestrian entrances and windows facing street, rights-of-way, and civic space.

5.0 NUMBER OF UNITS

Number of units is not applicable to this Building Type.

6.0 USE

Building Type use:

B. Uses are regulated by Context Area. Refer to Section 2005 for permitted uses in each Context Area.

7.0 FACADE COMPOSITION REQUIREMENTS

Civic Building facade composition is not regulated by this Form Based Code. Generally Civic Buildings shall have a design elements and materials that represent their significant presence within the community.

Facade composition should be respectful and compatible with the surrounding context.

8.0 BUILDING TYPE STORY HEIGHT

Overall height of Building Type is regulated by Context Area, refer to Section 2005.

9.0 BUILDING TYPE FRONTAGE OPTIONS

SECTION 2006 BUILDING TYPE STANDARDS

Civic Building frontages are not regulated by this Form Based Code. Generally Civic Buildings shall have a frontage that allows for pedestrian access and transparency that represent their significant presence within the community.

SECTION 2007 ~~PUBLIC REALM TYPE STANDARDS[RESERVED]~~

~~2007.00 PURPOSE~~

~~Section 2007 identifies Public Realm Type Standards established for each of the Context Areas within the City of Muskegon Form Based Code. Each of the Public Realm Types is defined by a Public Realm Assembly which includes the attributes which may occur within the public right-of-way for specific Public Realms.~~

~~Attributes for each Public Realm Type include standards for sidewalks, street tree planting, thoroughfares (vehicular zones), on-street parking, streetscapes, and bike lanes. These standards ensure that the Public Realm is consistent with the desires and outcomes of the 2003 Imagine Muskegon Plan, the 2008 Downtown and Lakeshore Redevelopment Plan, and the 2015 City of Muskegon Parking Strategy.~~

~~Public Realm Standards support the urban form that is required by the Muskegon Form Based Code and should be considered when streets and sidewalks are reconstructed within the Form Based Code District.~~

~~2007.01 APPLICABILITY~~

~~The City of Muskegon will configure and adjust the Public Realm Types as necessary for specific conditions. In instances where private development participates with the City for public realm improvements, these standards shall be coordinated with the City of Muskegon.~~

~~2007.02 PUBLIC REALM MOBILITY CHOICE~~

~~The Public Realm and the thoroughfares that they represent are intended to balance the needs of all types of traffic – auto, bicycle, and pedestrian – to maximize mobility and convenience for all the citizens and users of the respective Context Areas within the Muskegon Form Based Code District.~~

~~While the thoroughfares of all Public Realms will appropriately balance pedestrian and automobile needs, their character will vary by specific location. Some thoroughfares will carry a large volume of both automobile and pedestrian traffic and provide a more intense urban experience while others will provide more intimately scaled streets and public space.~~

~~The Public Realm Type Standards illustrate typical configurations for the rights-of-way within the Form Based Code District. The City will configure and adjust these as necessary for specific conditions with the intent of balancing access and mobility for all users.~~

~~When balancing this mobility choice, street design shall consider the safety, comfort, and convenience of pedestrians, bicyclists, transit users, and motor vehicle drivers. Balance in all types of transportation and development of transportation infrastructure shall accommodate all users, so that even the most vulnerable – children, elderly, and persons with disabilities – can use and travel safely within the public rights-of-way.~~

SECTION 2007 PUBLIC REALM TYPE STANDARDS

~~To create these balanced streets, a pedestrian-first policy should establish modal hierarchy. This modal hierarchy (refer to figure below) inverts the dominant, auto-based paradigm so that downtown Muskegon's transportation network can grow safely, sustainably, and equitably into the 21st Century.~~

~~When considering public realm improvements within the Form Based Code District, transportation projects and programs, from design to implementation to maintenance, should favor pedestrians first, then transit riders, cyclists, and finally, vehicular traffic.~~

~~PEDESTRIAN FIRST MODAL HIERARCHY~~

~~2007.03 STANDARDS FOR ALL PUBLIC REALM TYPES~~

~~The following standards apply to all Public Realm Types:~~

~~A. Public Realm Assemblies are intended for use by vehicular, bike, and pedestrian traffic and to provide access to lots and civic spaces. Public Realm Assemblies shall generally consist of vehicular lanes (the thoroughfare) and public spaces that include sidewalks (the people zone).~~

~~B. Public Realm Assemblies shall be designed in context with the physical form of the Context Areas that they pass through.~~

~~C. All Public Realm Assemblies shall intersect with other Public Realm Assemblies, forming a complete network. Where topographical or natural features exist that restrict the ability to form a network, a pedestrian connection shall be made, whenever technically feasible. Cul-de-sacs shall be subject to approval to accommodate specific site conditions only.~~

~~D. Public Realm Assemblies may include vehicular lanes, parking lanes, medians, access, and transportation provisions such as bicycle and transit facilities. The suggested standards for vehicular lanes, parking lanes, medians, and other transportation provisions are provided in each Public Realm Assembly.~~

~~E. Pedestrian comfort shall be a primary consideration of the Public Realm Assembly (refer to 2007.02 of this Section). Design conflict between vehicular and pedestrian movement generally shall be decided in favor of the pedestrian.~~

~~F. All Public Realm Sidewalk Walking Zones and Sidewalk Furnishing and Tree Zones shall be maintained by the adjacent property owner, Property Owners Association, or Business Owners Association.~~

~~G. Private trash containers and garbage cans (not including public sidewalk waste bins), may not be stored or located within any Public Realm.~~

~~H. Bicycle racks, public art, public waste bins, benches, and other street furnishings shall be placed in the Sidewalk Furnishing and Tree Zone and shall not interfere with pedestrian movement or access.~~

I. Transit facilities, when placed on a street shall be placed in the Sidewalk Furnishing and Tree Zone and shall not interfere with pedestrian movement or access.

J. Green infrastructure should be placed in The Sidewalk Furnishing and Tree Zone whenever possible to manage storm water, mitigate heat island effect, provide small green spaces, improve air quality, and provide habitats for birds and animals.

K. Temporary sandwich board signs shall be placed in the Sidewalk Furnishing and Tree Zone and shall not interfere with pedestrian movement or access.

L. Mechanical, electrical, and phone equipment may not be located or stored within the Public Realm.

1. In instances where mechanical, electrical, or phone equipment cannot be placed in non-Public Realm locations (such as parking lots, alleys, or behind buildings), the equipment shall be placed as follows:

i. Equipment shall be placed in the Sidewalk Furnishing and Tree Zone within a curbed landscaped area.

ii. Equipment shall be screened with landscape material to buffer it from the public realm.

M. Street lighting shall be placed in the Sidewalk Furnishing and Tree Zone.

1. Street lighting shall be pedestrian-scaled decorative fixtures whenever practical. The use of cobra head lights should be avoided.

2. Street lights shall meet the requirements of Section 2003.09 of the Muskegon Form Based Code.

N. Except for tree trunks, street lights, public art, monuments, or excepted mechanical/electrical/phone equipment (per item J, above) there shall be a clear view between two and seven feet above grade in all Public Realm Assemblies. The foliage of newly planted trees may intrude into this area until the tree has sufficient growth to allow such a clear trunk height.

O. Street Tree Requirements:

1. Street trees shall be a minimum of 2 inch caliper when planted.

2. In Public Realm Assemblies that indicate a regular spacing, trees shall be planted within the Sidewalk Furnishing and Tree Zone at an average spacing not greater than 30 feet on center (per block face).

3. In Public Realm Assemblies that have a paved Sidewalk Furnishing and Tree Zone, street trees shall be placed in a tree pit with structural soil and/or expanded tree pit whenever technically feasible.

P. All plant material (including street trees) shall conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under local or state regulations.

Q. Turf and Groundcover in the Public Realm (and visible from the Public Realm) shall meet the following requirements:

1. All turf grass must be solidly sodded at installation—not seeded, sprigged, or plugged.

2. Vegetative groundcovers may be used in place of turf grass.

3. In addition to the lot, the owner must maintain the portion of the Public Realm Assembly between their lot line and the back of curb and the portion of any alley between the lot line(s) and the edge of pavement.

R. On-Street Parking Requirements:

1. The parking space/tree planting pattern may be interrupted by existing or new driveways and transit stops/stations.

2. Parking spaces may be interrupted by bulb-outs at street crossing locations.

S. A bicycle network consisting of protected bicycle lanes, dedicated bicycle lanes, sharrows (shared lanes) or other bicycle routes should be provided throughout the community. The community bicycle network shall be connected to existing or proposed regional networks wherever possible. The City of Muskegon will coordinate bike facilities for each assembly. Refer to Section 2007.04 for bicycle facilities.

2007.04 BICYCLE FACILITIES

Many of the Public Realm Assemblies within the Muskegon Form Based Code are intended to accommodate bicycles in the thoroughfare (vehicular lanes). While not all Public Realm Assemblies will have bike facilities, a connected network should be considered when redesigning or reconfiguring the downtown streets.

The Public Realm Types described in this section indicate three different levels of bicycle facilities for the thoroughfare.

These facilities are as follows and will be coordinated by the City of Muskegon when practically and technically feasible:

Protected Bike Lane: Protected bike lanes have a physical barrier or vertical separation between moving motor vehicle traffic and bicyclists. Examples of a physical barrier or vertical separation include plastic posts, bollards, curbs, planters, raised bumps or parked cars.

Dedicated Bike Lane: A bicycle lane is a portion of the roadway that has been designated by striping, signing, and pavement markings for the preferential use of bicyclists.

Sharrow (Shared Lane): A shared lane marking within a vehicular travel lane of a street's surface that indicates that bicyclists may use any portion of the full width of the travel lane.

SECTION 2007 PUBLIC REALM TYPE STANDARDS

2007.05 PUBLIC REALM TYPE OVERVIEW

Public Realm Types for the Muskegon Form Based Code are summarized as follows:

Boulevard: A local, slow movement thoroughfare suitable for high intensity urban areas. Boulevards are urban in character, with angled or parallel parking on both sides, a center median, and narrow vehicle travel lanes that support an urban commercial environment. Bikes may be accommodated with protected bike lanes, dedicated bike lanes, and/or sharrows (shared lane with cars). Transit may also be accommodated along these thoroughfares.

Commercial Street: A local, slow movement thoroughfare suitable for high intensity urban areas. Commercial Streets are urban in character, supporting parallel parking on both sides with narrow vehicle travel lanes that support an urban commercial environment. Bikes may be accommodated with protected bike lanes, dedicated bike lanes, and/or sharrows (shared lane with cars). Transit may also be accommodated along these thoroughfares.

Transitional Street: A local, slow movement thoroughfare suitable for medium to high intensity urban areas. Transitional Streets are urban in character, supporting parallel parking on both sides with narrow vehicle travel lanes that support an urban commercial or high density residential environment.

Parkway Street: A local, slow movement thoroughfare suitable for general urban areas. Parkway Streets are urban in character, supporting parallel parking on one or both sides with narrow vehicle travel lanes that support a variety of different frontages and uses. Bikes are accommodated with dedicated bike lanes and/or sharrows (shared lane with cars).

Arterial: A thoroughfare suitable for general urban areas that connects to a regional transportation system. The Arterial is less urban in character than other thoroughfares in the Muskegon Form Based Code District. Medium to large width vehicle travel lanes support a variety of frontages and uses. The Arterial Public Realm supports vehicular movement as a first priority and should be used only in instances where other Public Realm Types cannot support a high level of service for vehicular traffic.

Waterfront Edge: In Section 2007, Muskegon's downtown waterfront is considered a public realm and acts as both a thoroughfare for bikes and pedestrians and as a public space for commercial, residential, and recreational activity. The space is urban in character with fronts of buildings and active frontages facing the waterfront. Bikes are accommodated with a dedicated bike lane that connects to the city's existing and proposed bike network.

2007.06 BOULEVARD

1.0 Boulevard Description: A local, slow movement thoroughfare suitable for high intensity urban areas. Boulevards are urban in character, with angled or parallel parking on both sides, a center median, and narrow vehicle travel lanes that support an urban commercial environment. Bikes may be accommodated with protected bike lanes, dedicated bike lanes, and/or sharrows (shared lane with cars). Transit may also be accommodated along these thoroughfares.

2.0 Boulevard Assembly: The following cross-section illustrates a typical configuration for the BOULEVARD Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

3.0 Boulevard Assembly Key: The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

A. Building Type and Frontage Zone: The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. Refer to Section 2005 for Context Zone of parcel

2. Refer to Section 2006 for Building Type requirements

3. Building Type will indicate frontage options for building wall facing the street and sidewalk

B. Sidewalk Walking Zone: The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. Minimum Width of Sidewalk: 5 feet

2. Ideal Width of Sidewalk: Between 10 to 15 feet

3. Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

C. Sidewalk Furnishing and Tree Zone: The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. Minimum Recommended Width of Furnishing Zone: 5 feet

2. Ideal Width of Furnishing Zone: Between 10 to 15 feet

3. Street Tree Planter Type: Required tree pit with structural soil and/or expanded tree pit recommended

4. Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees

5. Paving Material for Furnishing Zone: Concrete, stamped concrete, or brick pavers

D. Curb and Gutter Zone: The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.

1. Typical Width of Curb and Gutter Zone: 2 feet

2. Curb Type: Raised

3. Ideal Curb Radius: Small as possible to promote slower speeds and encourage walkability

E. On-street Parking Zone: The portion of the Public Realm Type dedicated to on-street automobile parking. It is the zone that separates people from vehicular traffic. The following are typical attributes of the On-street Parking Zone:

1. Parking Lane Configuration: Diagonal and/or parallel on both sides of street, when possible

2. Parking Lane Minimum Width: 17 feet for diagonal and 7 feet for parallel

3. Bulb-outs within the Parking Zone are encouraged at intersections and/or at mid-block crossings

F. Vehicle Travel Zone: The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:

1. Movement Type: Slow

2. Ideal Travel Lane Width: 10 feet

3. Target Speed: 25 to 30 MPH

4. Ideal Number of Travel Lanes: One in each direction

G. Bike Lane Zone: The portion of the Public Realm Type dedicated to accommodating bicycle traffic. The following are typical attributes of the Bike Lane Zone:

1. Accommodation for Bicycle Traffic (when possible): Shared lane with automobile traffic (Sharrow) (as depicted in the facing page graphic). May also be protected or dedicated bike lane.

~~2. Bike Lane Designation: Pavement markings and signage~~

~~H. Median Furnishing and Tree Zone: The portion of the Public Realm Type dedicated to accommodating street trees, planters, and street lighting, specific to the Boulevard Type. The following are typical attributes of the Median Furnishing and Tree Zone:~~

~~1. Minimum Recommended Width: 5 feet~~

~~2. Ideal Width: Between 10 to 25 feet~~

~~3. Street Tree Planter: Continuous landscaped area (no tree pits)~~

~~4. Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees~~

2007.07 COMMERCIAL STREET

1.0 Commercial Street Description: A local, slow movement thoroughfare suitable for high intensity urban areas. Commercial Streets are urban in character, supporting parallel parking on both sides with narrow vehicle travel lanes that support an urban commercial environment. Bikes may be accommodated with protected bike lanes, dedicated bike lanes, and/or sharrows (shared lane with cars). Transit may also be accommodated along these thoroughfares.

2.0 Commercial Street Assembly: The following cross-section illustrates a typical configuration for the COMMERCIAL STREET Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

3.0 Commercial Street Assembly Key: The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

A. Building Type and Frontage Zone: The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. Refer to Section 2005 for Context Zone of parcel

2. Refer to Section 2006 for Building Type requirements

3. Building Type will indicate frontage options for building wall facing the street and sidewalk

B. Sidewalk Walking Zone: The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. Minimum Width of Sidewalk: 5 feet

2. Ideal Width of Sidewalk: Between 10 to 12 feet

3. Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

C. Sidewalk Furnishing and Tree Zone: The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. Minimum Recommended Width of Furnishing Zone: 5 feet

2. Ideal Width of Furnishing Zone: Between 10 to 12 feet

3. Street Tree Planter Type: Required tree pit with structural soil and/or expanded tree pit recommended

4. Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees

5. Paving Material for Furnishing Zone: Concrete, stamped concrete, or brick pavers

D. Curb and Gutter Zone: The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.

1. Typical Width of Curb and Gutter Zone: 2 feet

2. Curb Type: Raised

3. Ideal Curb Radius: Small as possible to promote slower speeds and encourage walkability

E. On-street Parking Zone: The portion of the Public Realm Type dedicated to on-street automobile parking. It is the zone that separates people from vehicular traffic. The following are typical attributes of the On-street Parking Zone:

1. Parking Lane Configuration: Diagonal and/or parallel on both sides of street, when possible

2. Parking Lane Minimum Width: 7 feet

3. Bulb-outs within the Parking Zone are encouraged at intersections and/or at mid-block crossings

F. Bike Lane Zone: The portion of the Public Realm Type dedicated to accommodating bicycle traffic. The following are typical attributes of the Bike Lane Zone:

1. Accommodation for Bicycle Traffic (when possible): Dedicated bike lane (as depicted in the facing page graphic). May also be a shared lane with automobile traffic (Sharrow) sharrow or protected bike lane.

2. Bike Lane Designation: Pavement markings and signage

G. Vehicle Travel Zone: The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:

1. Movement Type: Slow

2. Ideal Travel Lane Width: 10 feet

3. Target Speed: 25 to 30 MPH

4. ~~Ideal Number of Travel Lanes: One in each direction~~

2007.08 TRANSITIONAL STREET

1.0 Transitional Street Description: A local, slow movement thoroughfare suitable for medium to high intensity urban areas. Transitional Streets are urban in character, supporting parallel parking on both sides with narrow vehicle travel lanes that support an urban commercial or high density residential environment. The Sidewalk Furnishing and Tree Zone within Transitional Streets is may either be paved or landscaped, depending on the adjacent frontages, Building Types, and uses and the Context Area that the Public Realm is located in.

2.0 Transitional Street Assembly: The following cross-section illustrates a typical configuration for the TRANSITIONAL STREET Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

3.0 Transitional Street Assembly Key: The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

A. Building Type and Frontage Zone: The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. Refer to Section 2005 for Context Zone of parcel

2. Refer to Section 2006 for Building Type requirements

3. Building Type will indicate frontage options for building wall facing the street and sidewalk

B. Sidewalk Walking Zone: The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. Minimum Width of Sidewalk: 5 feet

2. Ideal Width of Sidewalk: Between 10 to 12 feet

3. Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

C. Sidewalk Furnishing and Tree Zone: The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. Minimum Recommended Width of Furnishing Zone: 5 feet

2. Ideal Width of Furnishing Zone: Between 10 to 12 feet

3. Street Tree Planter Type: (At blocks with primarily commercial or institutional uses at the ground floor):

i. Required tree pit with structural soil and/or expanded tree pit recommended

4. Street Tree Planter Type (At blocks with primarily residential uses at the ground floor):

i. Parkway consisting of a continuous landscaped area (no tree pits)

5. Street Tree Planter Types of either paved surfaces or landscaped parkways may change from block to block along this Public Realm Type and may be different on opposite sides of the street, depending on predominate ground floor use.

6. City of Muskegon will determine where to place paved surfaces or landscaped parkways depending on existing conditions and Context Area.

7. Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees

8. Paving Material for Furnishing Zone: Concrete, stamped concrete, or brick pavers when primarily commercial or institutional uses are at the ground floor

D. Curb and Gutter Zone: The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.

1. Typical Width of Curb and Gutter Zone: 2 feet

2. Curb Type: Raised

3. Ideal Curb Radius: Small as possible to promote slower speeds and encourage walkability

E. On-street Parking Zone: The portion of the Public Realm Type dedicated to on-street automobile parking. It is the zone that separates people from vehicular traffic. The following are typical attributes of the On-street Parking Zone:

1. Parking Lane Configuration: Parallel on both sides of street, when possible

2. Parking Lane Minimum Width: 7 feet

3. Bulb-outs within the Parking Zone are encouraged at intersections and/or at mid-block crossings

F. Vehicle Travel Zone: The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:

SECTION 2007 PUBLIC REALM TYPE STANDARDS

1. ~~Movement Type: Slow~~

2. ~~Ideal Travel Lane Width: 10 feet~~

3. ~~Target Speed: 20 to 25 MPH~~

4. ~~Ideal Number of Travel Lanes: One in each direction~~

2007.09 PARKWAY STREET

1.0 Parkway Street Description: A local, slow movement thoroughfare suitable for general urban areas. Parkway Streets are urban in character, supporting parallel parking on one or both sides with narrow vehicle travel lanes that support a variety of different frontages and uses. Bikes are accommodated with dedicated bike lanes and/or sharrows (shared lane with cars).

2.0 Parkway Street Assembly: The following cross-section illustrates a typical configuration for the PARKWAY STREET Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

3.0 Parkway Street Assembly Key: The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

A. Building Type and Frontage Zone: The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. Refer to Section 2005 for Context Zone of parcel

2. Refer to Section 2006 for Building Type requirements

3. Building Type will indicate frontage options for building wall facing the street and sidewalk

B. Sidewalk Walking Zone: The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. Minimum Width of Sidewalk: 5 feet

2. Ideal Width of Sidewalk: Between 10 to 12 feet

3. Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

C. Sidewalk Furnishing and Tree Zone: The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. Minimum Recommended Width of Furnishing Zone: 5 feet

2. Ideal Width of Furnishing Zone: Between 10 to 12 feet

3. Street Tree Planter Type: Parkway consisting of a continuous landscaped area (no paving/no tree pits)

4. Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees, some clustering of street trees may also be appropriate within the parkway

D. Curb and Gutter Zone: The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.

1. Typical Width of Curb and Gutter Zone: 2 feet

2. Curb Type: Raised

3. Ideal Curb Radius: Small as possible to promote slower speeds and encourage walkability

E. On-street Parking Zone: The portion of the Public Realm Type dedicated to on-street automobile parking. It is the zone that separates people from vehicular traffic. The following are typical attributes of the On-street Parking Zone:

1. Parking Lane Configuration: Parallel on both sides of street, when possible

2. Parking Lane Minimum Width: 7 feet

3. Bulb-outs within the Parking Zone are encouraged at intersections and/or at mid-block crossings

F. Vehicle Travel Zone: The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:

1. Movement Type: Slow

2. Ideal Travel Lane Width: 9 feet to 10 feet

3. Target Speed: 20 to 25 MPH

4. Ideal Number of Travel Lanes: One in each direction

2007.10 ARTERIAL

1.0 Arterial Description: A thoroughfare suitable for general urban areas that connects to a regional transportation system. The Arterial is less urban in character than other thoroughfares in the Muskegon Form Based Code Area. Medium to large width vehicle travel lanes support a variety of frontages and uses. The Arterial Public Realm supports vehicular movement as a first priority and should be used only in instances where other Public Realm Types cannot support a high level of service for vehicular traffic.

2.0 Arterial Assembly: The following cross-section illustrates a typical configuration for the ARTERIAL Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

3.0 Arterial Assembly Key: The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

A. Building Type and Frontage Zone: The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. Refer to Section 2005 for Context Zone of parcel

2. Refer to Section 2006 for Building Type requirements

3. Building Type will indicate frontage options for building wall facing the street and sidewalk

B. Sidewalk Walking Zone: The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. Minimum Width of Sidewalk: 5 feet

2. Ideal Width of Sidewalk: Between 10 to 12 feet

3. Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

C. Sidewalk Furnishing and Tree Zone: The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. Minimum Recommended Width of Furnishing Zone: 5 feet

2. Ideal Width of Furnishing Zone: Between 10 to 12 feet

3. Street Tree Planter Type: Parkway consisting of a continuous landscaped area (no paving/no tree pits)

4. Street Tree Planting Arrangement: Clustered and/or irregular spaced canopy and/or understory trees

D. Curb and Gutter Zone: The portion of the Public Realm Type that vertically separates the thoroughfare (vehicular zone) from the pedestrian zones while providing stormwater management and drainage.

1. Typical Width of Curb and Gutter Zone: 2 feet

2. Curb Type: Raised

3. Ideal Curb Radius: Small as possible to promote slower speeds and encourage walkability

E. Vehicle Travel Zone: The portion of the Public Realm Type dedicated to vehicular travel. The following are typical attributes of the Vehicle Travel Zone:

1. Movement Type: Medium

2. Ideal Travel Lane Width: 10 feet to 12 feet

3. Target Speed: 35 to 40 MPH

4. Ideal Number of Travel Lanes: Two in each direction (total of four vehicle travel lanes)

Note regarding on-street parking: Whenever possible, depending on specific conditions, parallel on-street parking should be considered for the Arterial Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. When on-street parking is provided for this Public Realm Type, bulb-outs should be considered within the parking zone at intersections and mid-block crossings to increase walkability and safety.

2007.11 WATERFRONT EDGE

1.0 Waterfront Edge Description: In Section 2007, Muskegon's downtown waterfront is considered a public realm and acts as both a thoroughfare for bikes and pedestrians and as a public space for commercial, residential, and recreational activity. The space is urban in character with fronts of buildings and active frontages facing the waterfront. Bikes are accommodated with a dedicated bike lane that connects to the city's existing and proposed bike network.

2.0 Waterfront Edge Assembly: The following cross-section illustrates a typical configuration for the WATERFRONT EDGE Public Realm Type. The City of Muskegon will configure and adjust this assembly as necessary for specific conditions. This assembly addresses sidewalks, furnishing zones, street tree planting, on-street parking configurations, vehicular traffic lanes, and bike facilities.

3.0 Waterfront Edge Assembly Key: The following information provides a description and recommended dimensional range for attributes of the Public Realm Configuration on the facing page. The City of Muskegon will configure and adjust these dimensions as necessary for specific conditions.

A. Building Type and Frontage Zone: The portion of the Public Realm Type that is defined by the building wall at the sidewalk.

1. Refer to Section 2005 for Context Zone of parcel

2. Refer to Section 2006 for Building Type requirements

3. Building Type will indicate frontage options for building wall facing the street and sidewalk

B. Sidewalk Walking Zone: The portion of the Public Realm Type dedicated exclusively to pedestrian activity. The following are typical attributes of the Sidewalk Walking Zone:

1. Minimum Width of Sidewalk: 10 feet

2. Ideal Width of Sidewalk: Between 15 to 20 feet

3. Paving Material for Sidewalk: Concrete, stamped concrete, or brick pavers

C. Sidewalk Furnishing and Tree Zone: The portion of the Public Realm Type dedicated to accommodating street trees, planters, street lighting, sidewalk signs, and seating. The following are typical attributes of the Sidewalk Furnishing and Tree Zone:

1. Minimum Recommended Width of Furnishing Zone: 6 feet

2. Ideal Width of Furnishing Zone: Between 10 to 20 feet

3. Street Tree Planter Type: Required tree pit with structural soil and/or expanded tree pit recommended

4. Street Tree Planting Arrangement: Formal with regular spaced canopy and/or understory trees

5. Paving Material for Furnishing Zone: Concrete, stamped concrete, or brick pavers

D. Bike Lane Zone: The portion of the Public Realm Type dedicated to accommodating bicycle traffic. The following are typical attributes of the Bike Lane Zone:

1. Accommodation for Bicycle Traffic (when possible): Dedicated bike lane (as depicted in the facing page graphic).

2. Minimum Recommended Width of Bike Lane: 12 feet

3. Bike Lane Designation: Pavement markings and signage

E. Activity Zone: The portion of the Public Realm Type dedicated to accommodating a variety of activities. The width of this zone can change as waterfront and building use change along the waterfront's edge. The following are typical attributes of the Activity Zone for the waterfront:

1. Minimum Recommended Width of Activity Zone: 10 feet

2. Ideal Width of Activity Zone: 15 to 30 feet

Permitted uses and programming within Activity Zone:

1. Food trucks and food carts with special use permit on a temporary basis between the hours of 8am and 10pm

2. Temporary and portable structures related to approved special events and festivals

3. Health related classes and events, such as yoga

F. Terrace option: The Activity Zone and Furnishing and Tree Zone may terrace to provide separation between spaces, landscaping and bike lanes when the following conditions are met:

1. Combined Width of Activity Zone and Furnishing & Tree Zone is 30 feet minimum

2. Connection to existing and/or adjacent waterfront edges is maintained per the requirements of City ordinances and building code

3. Connection to existing and/or adjacent bike lanes is maintained

SECTION 2008 OFF-STREET PARKING STANDARDS

2008.00 PURPOSE

The purpose of this section is to manage vehicular and bicycle parking in a manner consistent with the regulating plan of this Form Based Code. Incremental infill development will enable applicants and the City to strategically accommodate parking needs while not compromising the urban form desired within downtown Muskegon.

2008.01 APPLICABILITY

The regulations of this Section shall apply in the following instances:

A. Whenever the use of a building or lot is changed to another classification of use, off-street parking facilities ~~shall~~ may be provided ~~as required~~up to the maximum allowed by this Section.
B. If the intensity of use of any existing building ~~(other than a detached house or duplex building)~~ is increased through the addition of floor area, seating capacity, number of housing units, or number of employees, additional off-street parking ~~shall~~ may be provided up to the maximum allowed by this Section.

2008.02 PARKING AND LOADING REVIEW

Whenever three or more parking spaces are ~~required~~to be constructed, specifications shall be submitted to the Zoning Administrator for approval prior to permitting per Section 2326, 3 of the City of Muskegon Zoning Ordinance.

2008.03 USE OF PARKING AREAS

Vehicles shall not be repaired, stored or displayed for sale or hire in parking lots unless the principal use is classified in the applicable context area. Upon approval of the Zoning Administrator, parking lots may be used for temporary events and gathering.

2008.04 ACCESS STANDARDS

Parking shall be accessed from an alley ~~side street~~ whenever possible. If an alley is not available for driveway placement, parking shall be accessed from a side street. If both an alley and a side street are not available for driveway placement, parking shall be accessed from a front street. If parking is accessed from a front or side street, there shall only be one point of access. ~~Entries~~ At the right-of-way line, a driveway shall not exceed two lanes, or 20 feet, in width.

2008.05 MAINTENANCE STANDARDS

Parking and loading areas~~, as required,~~ shall be paved, marked, and defined by curbs. Utilizing porous pavement, low impact design, and green infrastructure best practices for stormwater is encouraged.

2008.06 DIMENSIONAL REQUIREMENTS

Parking spaces shall be a minimum of 8’ wide by 18’ long. Maneuvering aisles shall be a minimum of 12’ wide for one way traffic and 22’ for two-way traffic. Excessively wide aisles shall not be permitted.

2008.07 ESTABLISHMENT OF USE CLASSES

The following table lists uses permitted in the Form Based Code and designates various use classes for establishing parking requirements. Refer to Permitted Uses Tables for each Context Area in Section 2005 for classification of specific land uses.

Commented [JP209]: Add table.

SECTION 2008 OFF-STREET PARKING STANDARDS

~~PARKING USE CLASS~~

~~A. Residential~~
- ~~1. Single-family residential~~
- ~~2. Shared/Co-op housing~~
- ~~3. Multi-family~~
- ~~4. Two-family residential~~

~~B. Retail~~
- ~~1. Retail~~
- ~~2. Club, lodge, hall~~
- ~~3. Micro brewery, distillery, winery under 2500 barrels~~
- ~~4. Micro brewery, distillery, winery under 2500 barrels~~
- ~~5. Restaurant, cocktail lounge, brewpub~~

~~C. Office~~
- ~~1. Office~~
- ~~2. Personal service~~
- ~~3. Veterinary and kennel~~
- ~~4. Bank~~
- ~~5. Business school/private or public school/higher ed.~~
- ~~6. Taxi/limo service~~

~~D. Lodging~~
- ~~1. Hotel/motel~~

~~E. Civic~~
- ~~1. Church~~
- ~~2. Gallery/museum~~
- ~~3. Railway terminal~~

~~F. Recreation~~
- ~~1. Amusement and recreation facility~~
- ~~2. Outdoor recreation~~
- ~~3. Outdoor theater~~
- ~~4. Indoor theater/live music concert hall~~

~~G. Industrial~~
- ~~1. Auto service station~~
- ~~2. Warehousing~~
- ~~3. Shipping, port related activity~~
- ~~4. Research and development~~
- ~~5. Light manufacturing~~
- ~~6.~~1. ~~Machine shop~~

2008.08 ~~REQUIRED~~ OFF-STREET PARKING ~~SPACES~~REGULATIONS

Up to the maximum number of ~~required~~ off-street surface parking spaces ~~shall~~ may be provided ~~and maintained~~ on the premises ~~or~~ as ~~otherwise~~ allowed by this section per the above table.

Commented [JP210]: Add updated table.

A. In the case of a use not specifically mentioned, the ~~requirement~~ regulations for off-street parking facilities for a specified use which is most similar shall apply, as determined by the Zoning Administrator.
B. Off-street ~~P~~parking areas for other than detached house and duplex may be located up to 1,000 feet from the building they serve.

~~C. New businesses (uses) that are required to provide 15 parking spaces or less may forgo the parking requirements if they are located in a previously existing building.~~

~~D.~~C. Parking maximums may be waived by the Zoning Administrator when parking spaces are provided in structured or underground parking facilities.

2008.09 ~~SHARED PARKING~~[RESERVED]

~~A. Shared Parking with Staggered Peak Periods. Where a mix of land uses on two or more adjacent lots create staggered peak periods of parking demand, the on-site parking requirements for the adjacent lots may be reduced subject to the following:~~

~~1. Shared parking areas shall be located within 600 feet of the use.~~

~~2. Pedestrian connections shall be maintained between the buildings or uses.~~

~~3. Lots shall be adjacent and shall be interconnected for vehicular passage.~~

~~4. A shared parking agreement shall be submitted.~~

~~5. For shared parking with places of worship, the other uses shall not normally operate between the hours of 6:00am and 6:00pm on Sundays.~~

~~B. Mixed Use Buildings. Where one mixed use building on one lot creates staggered peak periods of parking demand, the on-site parking requirements for the single lot may be reduced subject to the following:~~

~~1. Mixed Use Building shall have different uses on multiple floors that create a staggered demand.~~

~~C. Availability of other modes of travel. To qualify, the site plan must incorporate transit stops, pedestrian connections to nearby transit stops, or bicycle parking facilities, as applicable.~~

~~1. Transit reduction. Buildings or uses shall be within 600 feet of a transit stop. MATS shall verify in writing that the transit stop is in a permanent location.~~

~~2. Bicycle reduction. Parking requirements may be reduced by one space for every four covered, secure bicycle parking spaces that are provided on site that are in addition to the required bicycle parking. Parking requirements may be further reduced by four spaces where free showers are available for employee use within the building.~~

2008.10 ~~PARKING EASEMENTS AND AGREEMENTS~~[RESERVED]

~~A. Written easements that provide for continued use and maintenance of shared parking shall be submitted to the Zoning Administrator for review and approval. Any agreement shall include provisions to address changes in use.~~

~~B. Shared parking leases or agreements shall have a term of not less than five years, including any renewals at the option of the lessee.~~

~~C. Should the agreement be voided or expire for any reason, the uses utilizing the shared parking facility shall provide all required parking spaces in accordance with the requirements of this Section, or shall be in violation thereof.~~

2008.11 OFF-STREET PARKING LOT DESIGN/DRIVEWAYS

A. Off-street parking location and setbacks. Off-street parking lots shall conform to the parking placement standards in Section 2005 for the applicable context area.

1. Off-street parking areas shall be separated at least ~~ten~~ five (~~10~~5) feet from buildings in order to make room for a sidewalk, landscaping, and other planting between the building and the parking area.
   Exception: This separation may be eliminated to the rear of buildings in areas designed for unloading and loading.

B. Off-street parking facilities ~~required~~ provided for detached house or duplex shall be located on the same lot or parcel as the building they are intended to serve, and shall consist of a driveway and/or garage. All

residential driveways shall provide a minimum width of at least eight feet. Driveways ~~must be paved.~~and ~~A~~all parking spaces shall be paved ~~and no more than one parking space shall be located within the required front yard. Additions to existing detached house or duplex shall not require the paving of an unpaved driveway.~~

2008.12 PARKING STRUCTURES

A. Parking stall and driving aisles shall meet the minimum required in Section 2008.06.
B. Internal arrangement and design shall be approved by the city engineer and building inspector for appropriate grades, traffic circulation, aisle length, column spacing, ceiling height, exit stairwell and elevator location.
C. Parking structures shall be set back the same distance as required for the applicable Building Type.
~~D. An active use is required at the ground level of the parking facility where the structure is within an area identified for ground floor activation per the Context Area Map in Section 2005.02.~~
~~E.~~D. ~~Space for the active use~~ The ground level of the parking structure shall have one of the permitted Frontage Options for a minimum depth of thirty (30) feet and minimum width not less than eighty (80) percent of the building frontage at the front property line and not less than fifty (50) percent of the building frontage on the side property line.
~~F.~~E. In lieu of a permitted Frontage Option ~~n active use~~ on the ground level, a parking structure may be paired with a liner building. Liner buildings may be one (or a combination of) the following Building Types:
    1. Mixed-Use Building
    2. Flex Building
    3. Live/Work Building
    4. Multi-Plex Building
    5. Rowhouse Building
~~G.~~F. Parking structures shall be architecturally compatible with the buildings they serve.

2008.13 OFF-STREET LOADING REQUIREMENTS

For off-street loading requirements refer to Section 2329 of the City of Muskegon Zoning Ordinance.

2008.14 PARKING LOT LANDSCAPING/SCREENING

A. Parking lot landscaping shall be provided in accordance with Section ~~2331~~2333, 8 of the City of Muskegon Zoning Ordinance.
B. Any frontage along all streets with surface parking at the build-to-line or within the required build-to-zone, shall be defined by a 3' high street screen. Required street screens shall be of one of the following:
    1. The same building material as the principal building on the lot or
    2. A vegetative screen composed of shrubs planted to be opaque at maturity, or
    3. A combination of the two.
C. The required street screen shall be located at the property line along the corresponding street. Street screens may include breaks to provide pedestrian access from any surface parking or service area to the public sidewalk.

2008.15 BICYCLE PARKING

A. Bicycle parking shall be located on paved or pervious, dust-free spaces, and shall be a minimum of 2' by 6'. Bicycle parking shall be located in a convenient and visible area, and within 100' of building entries, when possible.
B. Bicycle parking shall be provided at a rate of 20% of ~~required~~ provided vehicular parking.

SECTION 2009 SIGN STANDARDS

2009.00 PURPOSE

Section 2009 identifies sign standards that are intended to appropriately limit the placement, type, size, construction, illumination, and number of signs allowed within a specific Context Area and to require the proper maintenance of signs. The regulations and standards of this Section are intended to be content neutral and are considered the minimum necessary to achieve a substantial government interest for public safety, aesthetics, and protection of property values. The purpose of these limitations and requirements are to:

A. Protect the public right to receive messages and information protected by the First Amendment of the U.S. Constitution;
B. Safeguard and protect the public health, safety, and general welfare;
C. Promote aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the city as a place to live, work and shop;
D. Avoid traffic safety hazards to motorists, bicyclists, and pedestrians, caused by visual distractions and obstructions;
E. Enable the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the number and placement of signs;
F. Provide for signs as an effective channel of communication, while ensuring that signs are aesthetically designed and proportioned in relation to adjacent structures and the structures to which they are attached;
G. Recognize that the principal intent of commercial signs is for identification of an establishment on the premises, and not for advertising off-premises activities; and
H. Regulate portable commercial signs in recognition of their significant negative impact on traffic safety and aesthetics.

2009.01 APPLICABILITY

A. Section 2334 of the City of Muskegon Zoning Ordinance regulates signs. Provisions contained in Section 2334, subsections 1-5 shall apply to signs within the Form Based Code district, in addition to the standards contained herein.
B. Temporary signs shall be regulated per Section 2334 of the City of Muskegon Zoning Ordinance.
C. No person, firm, or corporation shall erect, repair, alter, relocate, display or maintain any sign which does not comply with the standards set forth in this Section, and no permit shall be issued for any such sign.

2009.02 ~~SIGN REQUIREMENTS~~[RESERVED]

~~A. Sign types, quantities, and sizes shall be as provided herein.~~
~~B. Sign Types are limited to the following:~~
~~1. Sign Band Signs.~~
~~2. Wall Signs.~~
~~3. Projecting Signs.~~
~~4. Awning and Canopy Signs.~~
~~5. Window Signs.~~
~~6. Ground Signs.~~

2009.03 OFF PREMISE ADVERTISING

For o~~O~~ff-premise advertising ~~shall not be permitted~~, see Section 2334, 4 of the City of Muskegon Zoning Ordinance.

2009.04 NONCONFORMING SIGNS

For nonconforming signs, see Section 2334,13 of the City of Muskegon Zoning Ordinance.

2009.05 REMOVAL

For removal of signs, see Section 2334,14 of the City of Muskegon Zoning Ordinance.

2009.06 ~~SIGN TYPE OVERVIEW~~[RESERVED]

~~Sign types for the Muskegon Form Based Code are as follows:~~

~~Sign Band: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom on buildings types with the following frontages: Storefront, Balcony, or Drive-through.~~

~~Wall Sign: A sign that is painted on, incorporated in, or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.~~

~~Projecting Sign: A double faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle. Projecting signs may include logos or creative art and graphics as part of the sign composition and may be fabricated of wood, metal, fabric, or other durable material.~~

~~Awning & Canopy Sign: Awning Signs may be painted, screen printed or appliquéd to the awning. Canopy Signs shall be attached upon the face or above the face of metal canopies. Awning and Canopy Signs shall be placed on canopies or awnings that are above doors and/or windows.~~

~~Window Sign: Window Signs are any sign, picture, symbol or combination thereof that is designed to communicate information about activity, business, commodity, event, sale, or service that is placed on the window and which is intended to be seen by the public from the outside. Window signs include neon tube signs that indicate "open" for business and other neon tube signs as indicated in this subsection.~~

~~Ground Sign: A free-standing permanent sign that is mounted directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.~~

2009.07 SIGN BAND SIGN

A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom on buildings types with the following frontages: Storefront, Balcony, or Drive-through.

1.0 Sign Band Sign Size and Proportion

Refer to Refer to Illustration 9.01 for graphic representation of the dimensional requirements regarding Sign Band Signs.

Commented [JP211]: Add illustration.

A. Sign Band Sign sizes and proportions are relative to the size of the building's sign band or horizontal expression band.
B. Vertical Placement: Sign content height shall not exceed 80% of the overall height of the sign band or horizontal expression band.
C. Horizontal Placement: Sign content within the sign band or horizontal expression band shall not come closer than two (2) feet to the side edges of the sign band.
D. Sign content shall not extend more than three (3) inches from the face of the sign band or horizontal expression line.

2.0 Sign Band Sign Standards

A. Sign content (letters, corporate logos, symbols or designs) may be engraved, painted, or surface mounted on the building's sign band or horizontal expression band. Sign content shall be made of materials visually compatible with the display surface.
B. Dimensional requirements of sign band Section 2009.13.
C. Sign content is not required to be placed in sign band or horizontal expression line.

3.0 Sign Band Sign Quantity

A. The number of Sign Band Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
B. Sign Bands may be used in conjunction with other Sign Types.

4.0 Sign Band Sign Location

Sign Band Signs are permitted to be installed at the sign band or horizontal expression band above a storefront window or transom on buildings that have Storefront, Balcony, or Drive-through Frontage.

A. At corner lot buildings, Sign Band Signs are also permitted to be installed at the sign band or horizontal expression line above storefronts or transoms along side streets.

5.0 Sign Band Sign Illumination

A. Sign Band Signs may be externally illuminated per the requirements of Section 2334, 3, f.
B. Sign Band Signs are not permitted to be internally illuminated. Sign Band is not permitted to be illuminated with neon illumination.

SECTION 2009 SIGN STANDARDS

2009.08 WALL SIGN

A sign that is painted on, incorporated in, or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

1.0 Wall Sign Size and Proportion

Refer to Illustration 9.02 for graphic representation of the dimensional requirements regarding Wall Signs.

Commented [JP212]: Add illustration.

Refer to Section 2009.13 for dimensional requirements.

A. Wall Signs shall be a minimum of three (3) feet above the adjacent grade.
B. Wall Signs shall not come closer than two (2) feet to the corner of the building.

2.0 Wall Sign Standards

A. Wall Signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.
B. Wall Sign content may include letters, corporate logos, symbols or designs that are painted or applied to the building wall.

3.0 Wall Sign Quantity

A. The number of Wall Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
B. Wall may be used in conjunction with other Sign Types.

4.0 Wall Sign Location

Wall Signs are permitted on the fronts of the following buildings:

A. Live/Work
B. Flex
C. Multi-plex (Small and Large)
D. Civic

Wall Signs are permitted on the sides (along side street) of the following buildings:

A. Mixed-Use
B. Retail
C. Cottage Retail
D. Live/Work
E. Multi-plex (Small and Large)
F. Civic

5.0 Wall Sign Illumination

A. Wall Signs may be externally or internally illuminated per the requirements of Section 2334, 3, f.
B. Wall Signs are not permitted to be illuminated with neon illumination.

2009.09 PROJECTING SIGN

A double faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle. Projecting signs may include logos or creative art and graphics as part of the sign composition and may be fabricated of wood, metal, fabric, or other durable material.

1.0 Projecting Sign Size and Proportion

Refer to Illustration 9.03 for graphic representation of the dimensional requirements regarding Projecting Signs.

Commented [JP213]: Add illustration.

Refer to Section 2009.13 for dimensional requirements.

A. Maximum height of projecting signs shall be four (4) feet except projecting signs depicting only the building name may be taller (see note in Section 2009.13).
B. Maximum width of projecting signs shall be three (3) feet except projecting signs depicting only the building name may increase to four (4) feet.
C. Projecting Signs shall not extend more than five (5) feet from the face of building.
D. Projecting Signs shall be a minimum of eight (8) feet above the adjacent grade and may not extend above the roof line.
E. Projecting signs shall be perpendicular to the building face.

2.0 Projecting Sign Standards

A. Projecting Signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.
B. Projecting Sign content may include letters, corporate logos, symbols or designs and shall have content on both sides of the sign.
C. Projecting Signs placed on fabric, cloth or canvas shall be securely anchored to a sign frame.

3.0 Projecting Sign Quantity

A. The number of Projecting Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
B. Projecting Signs may be used in conjunction with other Sign Types.

4.0 Projecting Sign Location

A. Projecting Signs are permitted on the fronts of the following buildings:
    1. Mixed-Use
    2. Retail
    3. Cottage Retail
    4. Live/Work
    5. Flex
    6. Multi-plex (Small and Large)

5.0 Projecting Sign Illumination

A. Projecting Signs may be externally or internally illuminated per the requirements of Section 2334, 3, f.

SECTION 2009 SIGN STANDARDS

2009.10 AWNING AND CANOPY SIGN

Awning Signs may be painted, screen printed or appliquéd to the awning. Canopy Signs shall be attached upon the face or above the face of metal canopies. Awning and Canopy Signs shall be placed on canopies or awnings that are above doors and/or windows.

1.0 Awning and Canopy Sign Location and Size

Refer to Illustration 9.04 for graphic representation of the dimensional requirements regarding Awning and Canopy Signs.

Commented [JP214]: Add illustration.

Refer to Section 2009.13 for dimensional requirements.

A. Awning Signs are permitted on the fronts and sides of buildings above any windows and/or doors where awnings are placed.
B. Canopy Signs are permitted on the fronts and sides of buildings above doors where canopies are placed.
C. Awning and Canopies shall be a minimum of eight (8) feet above the adjacent grade.
D. Height of awning valance shall be between eight (8) and fourteen (14) inches.
E. Height of sign content on awning valence shall not exceed 80% of the valence height.
F. Width of awning shall not exceed the width of the door or window that it is above.
G. Width of sign content on awning valence shall not exceed 90% of the valence width.
H. Area of sign content located on the shed (sloped) area of the awning shall not exceed 30% of the overall shed area.
I. Width of canopy shall not exceed the width of the door that it is above.
J. Sign content may be placed on or above the canopy fascia and shall not exceed 90% of the width of the canopy.
K. Height of canopy sign content shall not exceed 90% of the height of the canopy. Maximum width of projecting signs shall be three (3) feet.

2.0 Awning and Canopy Sign Standards

A. Awning and Canopy Sign content may include letters, corporate logos, symbols, or designs that are painted, applied or surface mounted on the awning or canopy surface. Sign content on canopy signs may also be located above the canopy sign. Projecting Signs shall be designed to be compatible with the character of the building and building materials in order to promote a unified design which compliments the building's massing, scale and character.

3.0 Awning and Canopy Sign Quantity

A. The number of Awning and Canopy Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
B. Awning and Canopy Signs may be used in conjunction with other Sign Types.

4.0 Awning and Canopy Sign Illumination

A. Awning and Canopy Signs shall not be illuminated.

SECTION 2009 SIGN STANDARDS

2009.11 WINDOW SIGN

Window Signs are any sign, picture, symbol or combination thereof that is designed to communicate information about activity, business, commodity, event, sale, or service that is placed on the window and which is intended to be seen by the public from the outside. Window signs include neon tube signs that indicate “open” for business and other neon tube signs as indicated in this subsection.

1.0 Window Sign Size and Proportion

Refer to Illustration 9.05 for graphic representation of the dimensional requirements regarding Window Signs.

Commented [JP215]: Add illustration.

Refer to Section 2009.13 for dimensional requirements.

A. Lower Surface Applied Window Signs shall be within 12” of the sill and may span the entire width of the storefront.
B. Width of Surface Applied Window Signs above twelve (12) inches from the sill shall not exceed four (4) feet in width.
C. Height of Surface Applied Window Signs above twelve (12) inches from the bottom of the sill shall not exceed three (3) feet.

2.0 Window Sign Standards

A. Surface Applied Window Signs shall be professionally painted or applied letters, corporate logos, symbols or designs.

3.0 Window Sign Quantity

A. The number of Window Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
B. Window Signs may be used in conjunction with other Sign Types.

4.0 Window Sign Location

A. Surface Applied Window Signs are permitted on the ground and upper floor front and ~~street side~~side street windows of the following buildings:
    1. Mixed-Use
    2. Retail
    3. Cottage Retail
    4. Flex
    5. Live/Work
    6. Multi-plex (Small and Large)
B. Window Signs shall be installed on the inside face of the window.

5.0 Window Sign Illumination

A. Window Signs shall not be illuminated.

SECTION 2009 SIGN STANDARDS

2009.12 GROUND SIGN

A free-standing permanent sign that is mounted directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.

1.0 Ground Sign Size and Proportion

Refer to Illustration 9.06 for graphic representation of the dimensional requirements regarding Ground Signs.

Commented [JP216]: Add illustration.

Refer to Section 2009.13 for dimensional requirements.

A. Maximum height of Ground Signs shall be four (4) feet except multi-tenant Ground Signs may increase to five (5) feet.
B. Maximum width of Ground Signs shall be three (3) feet except multi-tenant Ground Signs may increase to five (5) feet.

2.0 Ground Sign Standards

A. Ground Signs shall be designed to be compatible with the character of the surrounding buildings and building materials in order to promote a unified design which compliments the buildings' massing, scale and character.
B. Ground Sign content may include letters and corporate logos that are permanently affixed to the sign.
C. Ground Sign content is not permitted to be changeable copy, except for gasoline price signs, directory signs listing more than one tenant, and signs advertising restaurant food specials, films, and live entertainment, which change on a regular basis.
D. Ground Signs shall have content on both sides of the sign with building address clearly depicted.

3.0 Ground Sign Quantity

A. The number of Ground Signs allowed per building shall not exceed the quantities indicated in Section 2009.14.
B. Ground Signs may be used in conjunction with other Sign Types.

4.0 Ground Sign Illumination

A. Ground Signs may be externally or internally illuminated per the requirements of Section 2334, 3, f.

5.0 Ground Sign Location

A. Ground Signs are permitted in the front yard setback of the following buildings:
    1. Cottage Retail
    2. Multi-Plex
    3. Civic
B. Ground Signs shall be setback a minimum 10' from front property line.

2009.13 SUMMARY OF DIMENSIONAL REQUIREMENTS FOR SIGNS

2009.14 SUMMARY OF SIGN QUANTITIES PERMITTED

Commented [JP217]: Add updated table including Lakeside FBC info.

Commented [JP218]: Add updated table including Lakeside FBC info.

SECTION 2010 FORM BASED CODE DEFINITIONS

2010.00 APPLICABILITY

The following terms are defined for the purpose of the City of Muskegon Form Based Code.

In instances where terms are not defined here, they may be defined elsewhere in the existing ~~municipal~~ City of Muskegon Zoning Ordinance. In such cases, the definitions contained within the existing zoning ordinance shall be used for the administration of the City of Muskegon Form Based Code.

In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Muskegon Form Based Code.

~~Active Use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.~~

Adjacent Grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: A dedicated right-of-way or easement providing access for service and parking at the rear or side of a parcel. Not intended for general traffic circulation~~Refer to Rear Alley~~. Also referred to as Rear Alley.

Architectural Elements: Elements of a building that may project from the facade beyond required build-to-line, into required setbacks, beyond build-to-zones or into the public right-of-way as indicated in Section 2003.02. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-Grade Entry: An entry door that has a zero-step entrance, typically associated with the Dooryard Frontage.

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by Context Area or Building Type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning Sign: A sign that typically includes letters, logos, symbols and/or designs that may be painted, screen printed, or appliquéd to the awning.

Balcony: An open outdoor portion of an upper floor.

Balcony Frontage: A frontage type that contains a recessed balcony that is applied to the upper level floor of a Building Type along the front street and a storefront that is applied to the ground level floor of a Building Type along the front and side streets. It is always associated with mixed-use buildings. The balcony-storefront frontage shall be designed to include an open-air space that is recessed into the building mass on the upper level(s) and a storefront that is designed to promote an attractive, convenient shopping experience and transparent wall along the sidewalk.

~~Basement: An interior space of a building that has more than one half (1/2) of its height below grade.~~

Bay or Bay Window: An interior portion of an upper floor extending beyond the building's exterior wall plane that is not supported from below by vertical columns or piers.

~~Bike Lane, Dedicated: A bike lane that is a portion of the roadway that has be specifically designated by striping, signing, and/or pavement markings for the preferential and exclusive use of bicyclists.~~

~~Bike Lane, Protected: A bike lane that has a physical barrier or vertical separation between moving motor vehicle traffic and bicyclists. Examples of a physical barrier or vertical separation include plastic posts, bollards, curbs, planters, raised bumps, or parked cars.~~

~~Bike Travel Zone: An element of the Public Realm Type Standards that is dedicated to accommodating bicycle traffic. This zone may be defined by sharrows (shared lanes), dedicated bike lanes, and/or protected bike lanes. Refer to Section 2007.04 for bicycle facilities that are appropriate for the Bike Travel Zone.~~

Building Composition: The essential architectural characteristics that define a specific Building Type.

Building Facade: The exterior walls of a building that face either a front or side street, public right-of-way, or easement. A building can have more than one facade, if it is on a corner lot, on the waterfront, or adjacent to a public right-of-way or civic space.

Building Footprint: The shape and placement of the ground floor of a structure on the lot or parcel.

~~Building Footprint, Condominium Site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.~~

Building Height: The number of stories permitted by the Context Area (Section 2005), with the actual measurement of individual story height determined according to specific Building Types in Section 2006. Measurement of story height is the distance between the floor and ceiling of that story~~Refer to Height, Building~~.

Building Wall: In reference to the walls that face the right-of-way lines along front and side streets, public paths, or civic spaces. Specifically related to the requirements of building site placement.

Build-To-Line: A measurement that defines the edge in which the building walls that face front and side streets are required to be built to. When a build-to-line is indicated in the requirements for a Building Type frontage and/or Context Area, it is a requirement and not a permissive minimum as is a setback line.

Build-To-Zone: A measurement that defines the range (or zone) in which the building walls that face front and side streets are required to be located within. When a build-to-zone is indicated on a Building Type frontage and/or Context Area, it is a requirement that the building walls are constructed within this range.

Building Type: Building Types describe the various forms of buildings that are permitted in the City of Muskegon Form Based Code. Each Building Type has its own specific massing, composition, vertical dimension, and frontage options that create its unique attributes. ~~Building Types are regulated in Section 2006 and are allowable within various Context Areas.~~

~~Building Type and Frontage Zone: An element of the Public Realm Type Standards that represents the portion of the public realm that is defined by the building wall at the sidewalk. It is at this edge that private-sector development meets public-sector investment. It is also the location where the street wall can promote activity and vibrancy, while enhancing walkability.~~

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy Sign: A sign that typically includes letters, logos, symbols and/or designs that is integrated into a canopy.

SECTION 2010 FORM BASED CODE DEFINITIONS

Carriage House Building Type: A Building Type that is an accessory structure typically located at the rear of a lot. It typically provides either a small residential unit or home office space which could be located at ground-level, above, or adjacent to a first floor garage. ~~This Type is important for providing affordable housing choices that are integrated into diverse neighborhoods. This Type shall only be used in conjunction with the Detached House, Duplex, Rowhouse, or Live/Work Building Types.~~

Civic Building Type: A Building Type that is a small-, medium- or large-sized detached structure that incorporates uses of special public importance including, but not limited to municipal buildings, churches, and libraries. Civic Buildings typically have less form regulations than other Building Types because their prominence within the community requires more iconic and distinctive form. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista, or overlooking or within a civic space. The design of these Building Types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks. In the Muskegon Form Based Code Area, schools are not considered uses that are appropriate for Civic Buildings.

Civic Space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear Glass: Glass having a Visual Light Transmittance (VLT) of seventy (70) percent minimum. Heavily tinted glass and/or reflective glass shall not be considered clear.~~Refer to Glass, Clear.~~

Context Area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including Building Type, building site placement, and off-street parking placement into the regulation.

Cornice Expression Line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

Cottage Retail Building Type: A Building Type that is a small- to medium-sized detached structure. It is intended to provide retail or service uses at the ground floor. This Type will typically have a residential mass, scale, and composition that allows it to integrate into adjacent residential areas.

~~Dedicated Bike Lane: Refer to Bike Lane, Dedicated.~~

Detached House Building Type: A Building Type that is a small- to medium-sized detached structure that incorporates one dwelling unit. It is typically located within a primarily single-family neighborhood in a walkable urban setting. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types. Synonymous with single-family house.

Departure: A Minor or Major modification to selected Form Based Code requirements~~, refer to Section 2002, Tables 2002.03a and 2002.03b~~.

Dooryard Frontage: A frontage option where the facade of the building that faces the front street is setback a small distance from the street, typically within a build-to-zone. The front property line is oftentimes defined by a low wall, fence, or hedge, creating a small dooryard. The dooryard shall not provide public circulation along the rights-of-way. The dooryard may be raised or at-grade and is most often intended for ground floor residential.

Drive-through Frontage: A frontage option that is identical to the Storefront Frontage, however it includes an automobile drive-through at the rear or non-street facing sides. The drive-through may include a covered structure at the service window location. This structure is designed to be a secondary element to the building and is consistent with the massing, scale, and design of the building. This frontage is typically associated with retail and

mixed-use buildings and includes a storefront that is designed in a way that promotes an attractive and convenient shopping experience.

Drive-through Zone: The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the Drive-Through Frontage.

Duplex Building Type: A Building Type that is a small- to medium-sized detached structure that consists of two side-by-side or stacked dwelling units, both facing the street and within a single building massing. This Type has the appearance of a medium-sized single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types. Synonymous with two-family house.

Eave: The projecting overhang along the sloped edge of a pitched roof.

Engaged Porch Frontage: A frontage option where the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The engaged porch has two adjacent sides of the porch that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

~~Expanded Tree Pit: This system is designed to provide street trees a better environment to grow and survive in urban contexts. The principle behind the expanded tree pit is to approximate the growing conditions in which a tree species has evolved. The more closely those conditions can be achieved, the better a tree will survive and express its genetic potential. An expanded tree pit, or shared rooting space, may be achieved by linking individual tree pits with an under sidewalk corridor.~~

Facade: Refer to Building Facade.

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish Ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish Floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Flex Building Type: A Building Type that is a medium- to large-sized attached or detached structure, typically built on a large lot. It can be used to provide a vertical mix of uses with ground floor industrial, service, retail, or residential uses; or it may be a single-use building. This Type is a primary component in a variety of urban context areas that provide a mix of Building Types.

Forecourt Frontage: A frontage option where the facade of the building that faces the front street is at or near the right-of-way line and a small percentage of the facade is set back, creating a small courtyard space. The courtyard area is not covered. Forecourts used in conjunction with Mixed-Use Building Types shall have a storefront where the forecourt and courtyard space shall be used as an additional shopping space or restaurant seating area.

Form Based Code Area: The area on the City of Muskegon Zoning Map ~~(located in Article III, Section 300 of the City Zoning Ordinance)~~ that is designated as a Form Based Code District. Lots or parcels located in the Form Based Code Area are regulated by the Muskegon Form Based Code.

SECTION 2010 FORM BASED CODE DEFINITIONS

Front Street: ~~The property lines of a parcel that are along t~~The street of address for the parcel or building. Refer also to side street. The waterfront is considered an additional front street in instances where buildings face the waterfront and a street of address.

Frontage Type: The privately owned area between the frontage line and the building facade. Private frontages are applied to Building Types to ensure that the building adequately engages the street, sidewalk and public realm. ~~Private frontages are specific to Building Types and are defined in subsections for each specific Building Type in Section 2006. Each Building Type has many options for frontage types and therefore the specific project requirements will determine what frontage may be used. Selection of frontages are at the discretion of the land owner or development team.~~

~~Glass, Clear: Glass having a Visual Light Transmittance (VLT) of seventy (70) percent minimum. Heavily tinted or reflective glass shall not be considered clear.~~

Green Infrastructure: Infrastructure that provides and promotes a network of natural systems within the urban environment. Green infrastructure manages storm water, mitigates heat island effect, provides small green spaces, improves air quality, and provides habitats for birds and animals. Green infrastructure includes trees, storm water planters (including inlet/outlet and overflow mechanisms), rain gardens, bioswales, surface and subsurface storm water storage structures, pervious pavements, and water efficient irrigation~~. Green infrastructure, when used, shall be placed in The Sidewalk Furnishing and Tree Zone of the Public Realm Types~~.

~~Ground Cover: Grass, vegetative cover, or other living landscape.~~

Ground Sign: A free-standing permanent sign that is mounted directly on the ground or ground level foundation and is often used to mark a place of significance or the entrance to a location.

~~Height, Building: The number of stories permitted by the Context Area (Section 2005), with the actual measurement of individual story height determined according to specific Building Types in Section 2006. Measurement of story height is the distance between the floor and ceiling of that story.~~Horizontal Expression Band: An architectural element on buildings that acts as an upper termination for the storefront frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Sign Band.

Illuminated Sign: A sign that is illuminated by an internal or external light fixture.

~~Internally Illuminated Sign: A sign that is illuminated by an internal light fixture.~~

~~Impervious Surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.~~

Large Multi-plex Building Type: A Building Type that is a medium- to large-sized structure that consists of 7 or more side-by-side and/or stacked dwelling units, typically with one shared entry. This Type is appropriately scaled to fit in medium-density neighborhoods and enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability. This Building Type is most closely related to apartment buildings or loft condominiums.

Lightwell: A component of the lightwell frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to Terrace definition.

Lightwell Frontage: A frontage option where the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. This frontage has a

combined elevated terrace and sunken lightwell between the building wall and property line. This frontage type buffers residential, retail, and service uses from urban sidewalks and removes the private yard from public encroachment.

Liner Building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live/Work Building Type: A Building Type that is a small- to medium-sized attached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for residential, service, or retail uses. Both the ground floor space and the dwelling unit are owned by one entity. This Type is especially appropriate for incubating retail and service uses and allowing neighborhood retail to expand as the market demands.

~~Lot Coverage: The percentage of the lot that is taken up by buildings.~~

~~Mandatory: Refer to required.~~

Massing: The scale and proportions of a building or object.

~~Median Furnishing and Tree Zone: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to accommodating street trees, planters, and street lighting, in between vehicular traffic in the middle of the thoroughfare vehicular zones. (This element is specific to boulevards.)~~

Mixed-Use Building Type: A Building Type that is a medium- to large-sized typically attached structure. It is intended to provide a vertical mix of uses with ground floor retail or service uses and upper floor service or residential uses. This Type makes up the primary component of a main street and downtown, and is a Building Type that can provide street vibrancy and enhanced walkability.

~~Multi-plex, Large: Refer to Large Multi-plex Building Type.~~

~~Multi-plex, Small: Refer to Small Multi-plex Building Type.~~

~~New Development: Development occurring on a vacant parcel of land.~~

Nonconforming sign:

1. A sign that is prohibited under the terms of this Article, but was erected lawfully and was in use on the date of enactment of this Article, or amendment thereto; or
2. A sign that does not conform to the requirements of this Article, but for which a variance has been granted.

~~On-street Parking Zone: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to accommodating on-street automobile parking. It is the zone that typically separates and protects people from traffic.~~

Optional: A feature or element that is not required, but may be provided on the project at the applicant's discretion.

Outdoor Seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings. Parapet heights are measured from the roof line.

~~Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the Sidewalk Furnishing Zone of the Public Realm. Synonymous with Planting Strip and is also sometimes referred to as a terrace in Muskegon.~~

~~Pilaster: A decorative or structural column that is attached to the facade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).~~

~~Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof. A porch is typically wide and deep enough to accommodate some seating.~~

~~Porch, Engaged: A porch that has two adjacent sides that are engaged to the building (connected to and enclosed by building walls) while the other two sides are open. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk. Refer to Engaged Porch Frontage.~~

~~Porch, Projecting: A porch that is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk. Refer to Projecting Porch Frontage.~~

Projecting Porch Frontage: A frontage option where the facade of the building that faces the front and/or side streets is setback a medium distance from the front and side streets, typically within a build-to-zone. The resulting yard is typically small and can be defined by a fence or hedge to spatially maintain the street edge. The projecting porch is open on three sides and all habitable space of the building is located behind the rear edge of the porch. The porch is elevated above the sidewalk. Steps from the porch may be on the front or side of the porch and shall lead directly to the sidewalk.

Projecting Sign: A double faced sign that is attached to the face of a building and projects from the wall of the building at a ninety (90) degree angle. Projecting signs may include logos or creative art and graphics as part of the sign composition and may be fabricated of wood, metal, fabric, or other durable material.

~~Protected Bike Lane: Refer to Bike Lane, Protected.~~

Public Realm: The area between the facade of a building and the corresponding facade of the building across the street, typically defined by the rights-of-way lines of the roadway or street.

Research and Development: The innovation, introduction and improvement of products and procedures. A series of investigative activities to improve existing products and procedures or to lead to the development of new products and procedures. This excludes animal testing and uses that would cause a nuisance due to noise or odor.

~~Public Realm Type Standard: Public Realm Type Standards describe the space within the public realm, between the rights-of-way lines. The standards include the sidewalk, parkway, furnishing zones, curbs, parking lanes, bike lanes, and automobile travel lanes of streets. The Standards are divided into zones with specific attributes for each Public Realm type. Refer to Section 2007.~~

~~Rake board: The trim board along the sloping edge of a gable roof.~~

~~Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.~~

SECTION 2010 FORM BASED CODE DEFINITIONS

Retail Building Type: A Building Type that is a medium- to large-sized typically attached structure. It is intended to provide a single story building with ground floor retail or service uses. This Type makes up the secondary component of a main street and is a Building Type that can provide street vibrancy and enhanced walkability.

~~Required: An element or feature that is required to be provided on the project. Synonymous with Mandatory.~~

~~Right-of-Way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.~~

Right-of-Way Line: A line that forms the boundary of the right-of-way.

Roof Line: The top of a flat roof adjacent to the required parapet. Used for measuring the height of the parapet.

Roof Surface: The average height of the roof surface surrounding adjacent elevators and stair enclosures that extend above the roof of a building. Used for measuring the height of elevators and stair enclosures.

Rowhouse Building Type: A Building Type that is a small- to medium-sized attached structure that consists of 2 to 8 rowhouses placed side-by-side. This Type is typically located within medium-density neighborhoods or in a location that transitions from single-family to mixed-use. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability.

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

~~Secondary Wing: A portion of the Small Multi-Plex building that is subservient to the main building in site placement, size, mass, scale and sometimes height. The secondary wing is attached to the main building and in the rear of the site, typically along the secondary street.~~

~~Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side, or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.~~

~~Sharrow: A shared lane marking within a vehicle travel lane of a street's surface that indicates that bicyclists may use any portion of the full width of the travel lane.~~

Side Street: ~~The property lines of a parcel that are along a~~Any street other than the street of address for the parcel or building. Refer also to front street.

~~Sidewalk Furnishing and Tree Zone: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to accommodating street trees, planters, street lighting, sidewalk signs, seating, public art, transit amenities, and green infrastructure.~~

~~Sidewalk Sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with Sandwich Board Sign.~~

~~Sidewalk Walking Zone: An element of the Public Realm Type Standards that represents the area dedicated exclusively to pedestrian activity and travel.~~

Sign Band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Sign Bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with Horizontal Expression Band.

Sign Band Sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom ~~on buildings types with the following frontages: Storefront, Balcony, or Drive-through~~.

SECTION 2010 FORM BASED CODE DEFINITIONS

Site Placement: The placement or location of a building footprint on a lot or parcel.

Small Multi-plex Building Type: A Building Type is a medium-sized structure that consists of 3 to 6 side-by-side and/or stacked dwelling units, typically with one shared entry or individual entries along the front. This Type has the appearance of a large single-family house and is appropriately scaled to fit in single family neighborhoods. This Type enables well-designed higher densities. It is an essential Building Type for providing a broad choice of housing types and promoting walkability. This Building Type is most closely related to small apartment buildings.

~~Street of Address: The street that has the address of the building, lot, or parcel. Synonymous with Front Street.~~

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. ~~A stoop is always covered with a roof, except in instances where it is used as a frontage on the Rowhouse and Detached House Building Types, where it may be used without a roof.~~

Stoop Frontage: A frontage option where the facade of the building that faces the front and/or side streets is setback a small distance from the front and side streets, typically within a build-to-zone. The stoop is elevated above the sidewalk. Steps or a ramp from the stoop may lead directly to the sidewalk or may be side-loaded.

Storefront Frontage: A frontage option at the ground level floor of a b~~B~~uilding ~~Type~~ along the front and/or side streets. It is typically associated with retail and mixed-use buildings. The storefront shall be designed in a way that promotes an attractive and convenient shopping experience and a transparent wall along the sidewalk. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront Base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by Building Type (Section 2006). Number of stories are regulated by Context Area (Section 2005).

~~Structural Soil: Part of street tree planting requirements in Public Realm Standards (Section 2007). Structural Soil is a designed medium that can be compacted to pavement design and installation requirements while permitting root growth. It is a mixture of gap-graded gravels (made of crushed stone), clay loam, and a hydrogel stabilizing agent to keep the mixture from separating. It provides an integrated, root penetrable, high strength pavement system that shifts design away from individual tree pits.~~

Terrace: A component of the lightwell frontage that is elevated above the adjacent grade in order to provide a landing and access to the first floor from the sidewalk. Typically used in association with a lightwell. Refer to Lightwell definition. Note that the term Terrace is also associated with its own frontage type (refer to definition for Terrace Frontage). The term terrace is also used in the City of Muskegon to reference the landscaped area between the sidewalk and curb along a street~~. The Muskegon Form Based Code refers to this area as either a parkway or as the Sidewalk Furnishing and Tree Zone in the Public Realm Standards~~.

Terrace Frontage: A frontage option where the facade of the building that faces the ~~front~~ street is set back from the right-of-way line to accommodate an elevated terrace. The terrace provides circulation along the facade. This Frontage Type can be used to provide at-grade access while accommodating a grade change. Frequent steps up to the terrace are necessary to avoid dead walls and maximize access. This frontage may also be used in historic industrial areas to mimic historic loading docks. This frontage type is conditionally permitted to be used when buildings are along a sloped grade that limits at grade access. When the frontage is used on Mixed-Use Building Types and Retail Building Types, it is required to have a storefront.

SECTION 2010 FORM BASED CODE DEFINITIONS

Terrace Leading Edge: The street side (side closest to street) of the Terrace Frontage wall on Mixed-Use and Retail Building Types. This side of the wall is required to be placed at the property line (build-to-line).

~~Thoroughfare: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to vehicular movement.~~

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear~~;. Heavily tinted glass or reflective glass shall not be considered clear~~refer to Clear Glass. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors, or display areas that are considered part of the transparency calculation. Windows, doors, and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings~~. Refer to Glass, Clear~~.

~~Tree Pit, Traditional: In an urban context, the space in the ground where a tree is planted. Traditionally, tree pits are 5 foot square or less and covered by tree grate (or more recently a permeable surface surrounding the tree). Best practices for the long term growth and sustainability of the urban street tree is to include an expanded tree pit as part of the planting strategy.~~

~~Tree Pit, Expanded: An expanded pit, or shared rooting space for urban plantings may be achieved by linking individual pits with a corridor at least 18" deep and 4' wide of suitable soil blended into the site soil to avoid boundaries of soil discontinuity. The principle behind the expanded tree pit is to approximate the growing conditions in which a tree species has evolved. The more closely those conditions can be achieved, the better a tree will survive and express its genetic potential. Expanded tree pits are typically sub-surface (with only a traditional tree pit and tree visible at the sidewalk). Expanded tree pits may be above surface in the form of raised planters in less urban intense areas.~~

~~Vehicle Travel Zone: An element of the Public Realm Type Standards that represents the area of the right-of-way that is dedicated to vehicular (automobiles, transit, and/or freight).~~

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

Wall Sign: A sign that is painted on, incorporated in, or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

~~Waterfront Edge Public Realm Type Standard: The dedicated public space (either as defined by a right-of-way or easement) between the lakeshore and area of the lot or parcel that can accommodate a building. The Waterfront Edge acts as a connector for pedestrians and bikes, and as a public space for commercial, residential, and recreational activity. The space is urban in character with fronts of buildings and active frontages facing the waterfront.~~

Window Sign: Window Signs are any sign, picture, symbol or combination thereof that is designed to communicate information about activity, business, commodity, event, sale, or service that is placed on the interior of the window and which is intended to be seen by the public from the outside. Window signs include neon tube signs that indicate "open" for business and other neon tube signs ~~as indicated in this subsection~~.

~~Yard: The space on a lot which is unoccupied by buildings and unobstructed from the ground to the sky.~~

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section XX of the zoning ordinance to amend multiple sections of the Form Based Code.

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann 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 12th day of May 2026, 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: _____, 2026. _____

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 May 12, 2026, the City Commission of the City of Muskegon adopted an ordinance to amend Section XX of the zoning ordinance to amend several sections of the Form Based Code.

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 _____, 2026. CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Amendment to the Harbor 31 Planned Unit Development (PUD) **(SECOND READING)**
Submitted by: Mike Franzak, Planning Director	**Department:** Planning

Brief Summary:
Request to amend the Harbor 31 Planned Unit Development (PUD) at 600 Shoreline Dr (PUD address) for a new residential development at 170 Viridian Dr (development address) and to amend the waterfront access paths within Harbor 31.

Detailed Summary & Background:
The proposed development is located within the Harbor 31 Planned Unit Development (PUD). Much of the interior of the subject parcel is considered a wetland and is prohibited from development by the Michigan Department of Environment, Great Lakes, and Energy (DELEG). The areas restricted from development are enclosed by split rail fencing and are considered an environmental easement.

The project consists of four large multiplex buildings, each containing 12 units, for a total of 48 units. There are 67 off-street parking spaces and five parking spaces in the terrace proposed.

Large multiplex buildings are an allowed building type in this context area. However, the location of the wetlands prohibits traditional building and parking placement, requiring the need to amend the PUD. The initial project for this parcel was townhomes, but the environmental easements caused issues with the site layout.

A portion of the Grand Valley State University (GVSU) parking lot to the west of the development actually encroaches onto the Meadows property. This will have to be removed prior to construction. Page 2 of the site plan depicts the existing parking lot in relation to the proposed development, and Page 3 depicts what the revised GVSU parking lot could look like, although this is not a finalized concept. GVSU will have to apply to the city to reconfigure their parking lot.

A stormwater management permit application will need to be submitted to the Engineering Department, and the original storm water management permit for the overall site may need to be modified if changes to the original management plan are contemplated.

Notice was sent to all addresses within 300 feet of the property. At the time of this writing, staff had received one comment from the public. Kevin Murphy, who is an owner of the Vida Nova condominiums, made several comments regarding issues he has with the overall development of Harbor 31. His comments appear to be issues with the Harbor 31 board, the lack of boardwalk signage for the public, and issues with the placement of electrical equipment, but there were no specific comments about the proposed development.

Staff recommends approval of the request with the condition that the western path to the boardwalk is installed and functional before Certificates of Occupancy are issued for the Meadows.

The Planning Commission unanimously recommended approval of the request with the following conditions:

1. The stormwater permit must be updated with the Engineering Dept.
2. The Certificates of Occupancy for the Meadows are not issued until the western path to the boardwalk is constructed and usable and includes a public access sign.
3. Any street trees removed for terrace parking must be replaced elsewhere within Harbor 31, as approved by staff.
4. The landscaping plan shall be revised to include an additional 10 canopy trees on-site, including at least two per parking lot.
5. The drive entrance to the north be realigned, as approved by staff. The eight parking spaces in this area must also be removed.

The site plan has been updated since the Planning Commission meeting and has addressed items 3–5.

Goal/Focus Area/Action Item Addressed:

Key Focus Areas:
Zoning Ordinance

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business

Amount Requested:
N/A

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):
N/A

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
I move the request to amend the Harbor 31 Planned Unit Development for a new residential development at 170 Viridian Dr, and to amend the waterfront access paths within Harbor 31, be approved with the following conditions:

1. The stormwater permit must be updated with the Engineering Dept.
2. The Certificates of Occupancy for the Meadows are not issued until the western path to the boardwalk is constructed and usable and includes a public access sign.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads		

Guest(s) Invited / Presenting:
No

Communication		
Legal Review		

THE MEADOWS

SITE PLAN / PUD AMENDMENT

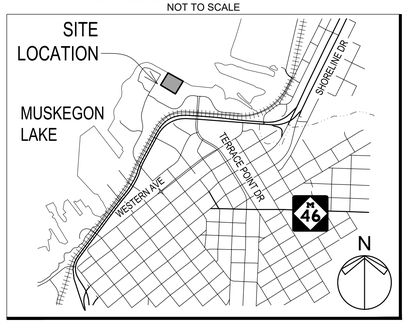
CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN 49440

VICINITY MAP
NOT TO SCALE

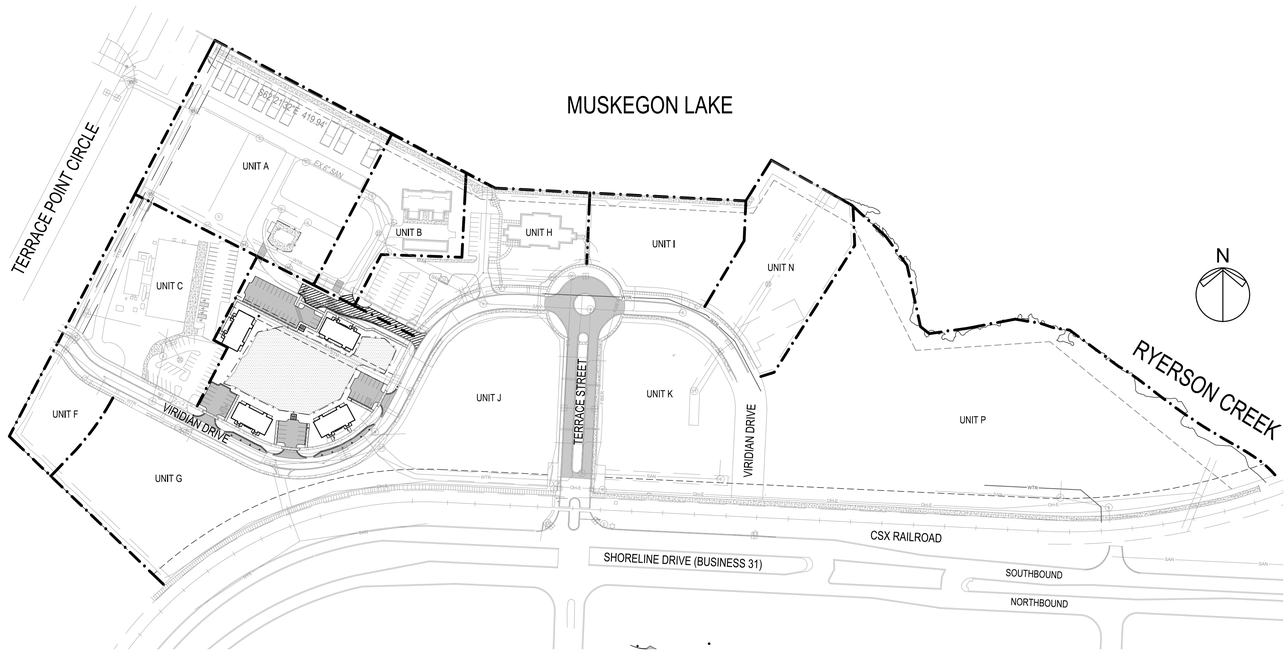


SITE LOCATION MAP
NOT TO SCALE



150 VIRIDIAN DRIVE
CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

SECTION 19, TOWN 10 N, RANGE 16 E
43°14'34" N, 86°15'11.3" W
PARCEL #: 61-607-000-0001-00



DEVELOPMENT REFERENCE:

OWNER: MUSKEGON LAKEFRONT LLC
1985 HOLTON RD, MUCKEGON, MI 49445

DEVELOPER:
APPLICANT: TRUE PROPERTY RESOURCES, LLC
415 LEONARD STREET NW, SUITE 201
GRAND RAPIDS, MI 49504
ATTN: DAN HENRICKSON
PHONE: (616) 454-5554

CIVIL ENGINEER: PARADIGM DESIGN
415 LEONARD STREET NW, SUITE 200
GRAND RAPIDS, MI 49504
ATTN: BILL HADLOCK
PHONE: (616) 785-5656

SURVEYOR: BURGESS SURVEYING
8375 RIDGESTONE DR.
ATTN: JORDAN BURGESS
PHONE: (614) 441-4222

COORDINATION INDEX:

WATER / SEWER: CITY OF MUSKEGON PUBLIC WORKS DEPARTMENT
1350 E. KEATING AVE
MUSKEGON, MI 49422
PHONE: (231) 724-4100

ELECTRIC: CONSUMERS ENERGY
PHONE: 1-800-477-5050

NATURAL GAS: DTE ENERGY
PHONE: 1-800-477-4747

PROJECT DESCRIPTION:

A NEW 48 UNIT COMMUNITY WITHIN MUSKEGON LAKESHORE SMARTZONE SITE CONDOMINIUM

LEGAL DESCRIPTION:

CITY OF MUSKEGON, MUSKEGON LAKESHORE SMARTZONE, UNIT D,
FIFTH AMEND TO MASTER DEED L/P 4292/128.
SUBJ TO ELECTRIC ESMT REC L/P 3591/578.
SUBJ TO ELECTRIC EASEMENT RECORD'D L/P 3630/646.
SUBJ TO DRAIN & ACCESS ESMT REC L/P 4311/311

SURVEY PROVIDED BY:

TOPOGRAPHIC SURVEY PROVIDED BY BURGESS SURVEYING ON A DRAWING DATED 01-20-2026.
BOUNDARY SURVEY PROVIDED BY BURGESS SURVEYING ON A DRAWING DATED 12-19-2022.

BENCHMARKS:

ASSUMED BENCHMARK AS DENOTED ON MUSKEGON LAKEFRONT DEVELOPMENT PLANS DEVELOPED BY FLIES AND VANDENBRINK.

BM#1:TOP OF FLANGE BOLT UNDER THE 'E' OF EJIW ON HYDRANT: LOCATED WEST & ±10 FEET SOUTH OF SOUTHEAST PROPERTY CORNER.
ELEVATION = 587.69 (BASIS FOR PLAN ELEVATION SHOWN)
NAVD88 ELEV = (PLAN ELEVATION)+(0.42 FEET)

COORDINATE SYSTEM:

COORDINATES & BEARINGS ARE BASED ON MICHIGAN STATE PLANE SOUTH ZONE, NAD83(HARN), INTERNATIONAL FEET.

NAVD88 ELEVATIONS ARE 0.42 FEET LOWER THAN THE SITE DATUM.

FLOODPLAIN DATA:

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, FIRM NUMBER 26121C0257D, EFFECTIVE DATE: JULY 6 2015, NATIONAL FLOOD INSURANCE PROGRAM, AS PUBLISHED BY FEMA.

THE SUBJECT PROPERTY IS IN ZONE AE DEFINED AS AREA INUNDATED BY THE BASE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED WITH A BASE FLOOD ELEVATION OF 584.4. (NAV 88 ASSUMED)

811
Know what's below.
Call before you dig.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES TO VERIFY THE LOCATION AND ANY DISCREPANCY BETWEEN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER.

GENERAL NOTES:

REFER TO PROJECT MANUAL FOR SITE "RECORD DRAWING" SUBMITTAL REQUIREMENTS.

OWNER HAS SUBMITTED FOR AND OBTAINED THE FOLLOWING SITE RELATED PERMITS:

AGENCY	PERMIT #
EGLE PART 31, 301, 303	WRP032704 v.1 (ISSUED 6/27/2022)

OWNER HAS SUBMITTED FOR AND IS IN THE PROCESS OF OBTAINING THE FOLLOWING SITE RELATED PERMITS:

AGENCY	PERMIT #
MUSKEGON COUNTY DRAIN COMMISSIONER'S	TBD

UPON AWARD OF CONTRACT, CONTRACTOR WILL BE RESPONSIBLE TO CHECK WITH ENGINEER AND JURISDICTION ON STATUS OF THE PERMIT(S) LISTED ABOVE.

CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL SITE RELATED PERMITS NOT BEING OBTAINED BY THE OWNER. CONTRACTOR IS REQUIRED TO COMPLETE THE APPLICATION, AND SUBMIT NECESSARY DRAWINGS, FEES, ETC. TO THE APPROPRIATE JURISDICTION. CONTRACTOR SHALL PAY ALL FEES RELATED TO PERMIT(S) AND SECURE PERMIT(S) IN HIS NAME.

CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL SITE UTILITY CONNECTIONS AND INSPECTIONS WITH THE PROPER JURISDICTION AND PAY ALL ASSOCIATED FEES.

THE CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING WATER, SANITARY SEWER, AND STORM SEWER CROSSINGS AND CONNECTION POINTS PRIOR TO CONSTRUCTION. CONTACT ENGINEER WITH ANY DISCREPANCIES.

ALL UTILITIES SHOWN ARE APPROXIMATE LOCATIONS FROM FIELD DATA AND AVAILABLE INFORMATION. THEY SHOULD NOT BE INTERPRETED AS EXACT LOCATIONS NOR SHOULD THEY BE ASSUMED TO BE THE ONLY UTILITIES IN THE AREA.

REFERENCE SOILS REPORT FOR BORING LOGS AND PREPARATION AND CONSTRUCTION PROCEDURES FOR SUBBASE AND DESIGN SECTION OF ALL PAVED AREAS.

ALL MDOT REFERENCES ARE TO THE 2025 EDITION.

SHEET LIST TABLE

C-001	COVER SHEET
1 OF 1	BOUNDARY & TOPO SURVEY
C-101	EXISTING CONDITIONS & DEMOLITION PLAN
C-200	SITE PLAN
C-220	PEDESTRIAN ACCESS WAYS
	LANDSCAPE PLAN
	PHOTOMETRIC PLAN
	FLOORPLAN - 1ST FLOOR
	FLOORPLAN - 2ND FLOOR
	FLOORPLAN - 3RD FLOOR
	BUILDING ELEVATIONS - FRONT & SIDE 1
	BUILDING ELEVATIONS - BACK & SIDE 2

PARADIGM DESIGN
ARCHITECTS | ENGINEERS
415 Leonard Street NW, Suite 200
Grand Rapids, MI 49504
(616) 785-5656
Grand Rapids | Phoenix
www.paradigmae.com

WILLIS MONTE HADLOCK, P.E.
MI - REGISTRATION #6201045738
EXP. DATE 09/02/2027

PROJECT

THE MEADOWS

MUSKEGON LAKEFRONT, LLC

MUSKEGON, MICHIGAN

DEVELOPER

TRUE PROPERTY RESOURCES, LLC

(616) 454-5554
415 LEONARD STREET,
GRAND RAPIDS, MI 49504

RELEASE DATE

	DATE	DESCRIPTION
	03-12-26	PUD AMENDMENT
	04-14-26	PUD AMEND. REV1

PROJECT

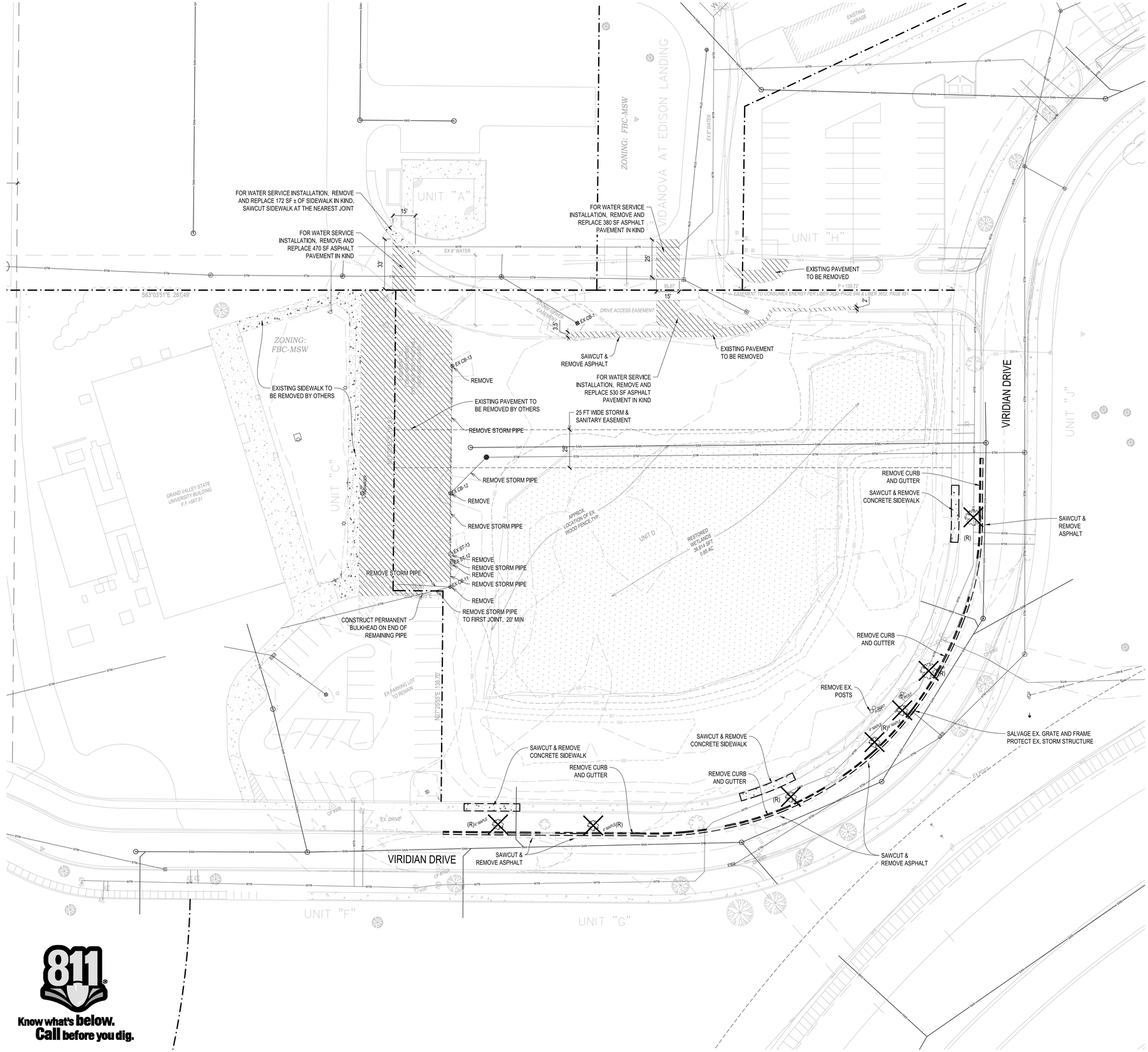
2212167GR

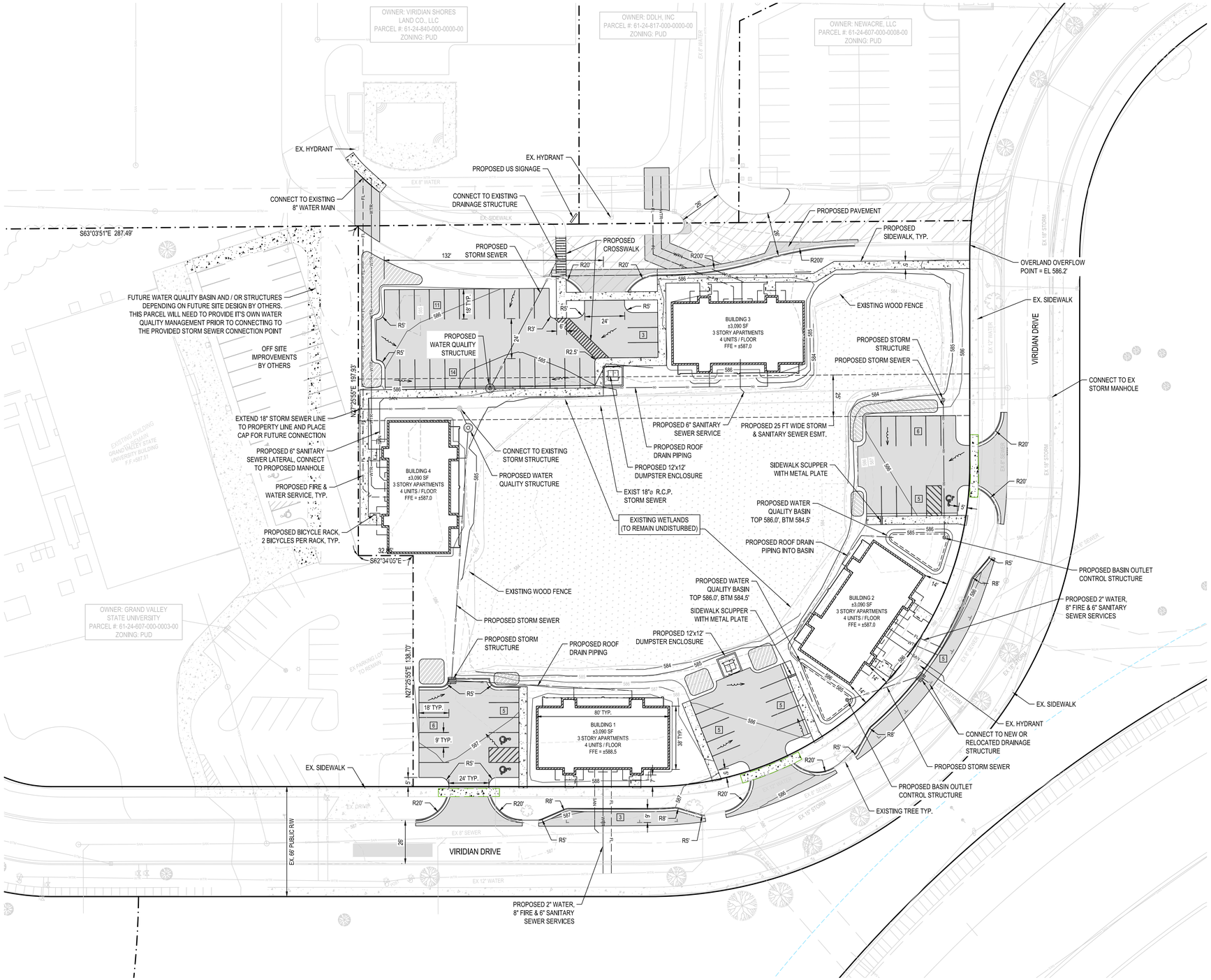
SHEET

COVER SHEET

C-001

Monday, May-04-2026 at 10:20am 0:\2212167GR\Civil\03-Production Sheets (CD's)\167C-001 - Cover.dwg jkelly


FOR WATER SERVICE INSTALLATION, REMOVE AND REPLACE 172 SF ± OF SIDEWALK IN KIND. SAWCUT SIDEWALK AT THE NEAREST JOINT
FOR WATER SERVICE INSTALLATION, REMOVE AND REPLACE 470 SF ASPHALT PAVEMENT IN KIND
FOR WATER SERVICE INSTALLATION, REMOVE AND REPLACE 380 SF ASPHALT PAVEMENT IN KIND
EXISTING PAVEMENT TO BE REMOVED
SAWCUT & REMOVE ASPHALT
FOR WATER SERVICE INSTALLATION, REMOVE AND REPLACE 530 SF ASPHALT PAVEMENT IN KIND
EXISTING SIDEWALK TO BE REMOVED BY OTHERS
EXISTING PAVEMENT TO BE REMOVED BY OTHERS
25 FT WIDE STORM & SANITARY EASEMENT
REMOVE STORM PIPE
REMOVE
REMOVE CURB AND GUTTER
SAWCUT & REMOVE CONCRETE SIDEWALK
SAWCUT & REMOVE ASPHALT
CONSTRUCT PERMANENT BULKHEAD ON END OF REMAINING PIPE
REMOVE STORM PIPE TO FIRST JOINT, 20' MIN
REMOVE EX. POSTS
SALVAGE EX. GRATE AND FRAME PROTECT EX. STORM STRUCTURE
VIRIDIAN DRIVE
UNIT "A"
UNIT "C"
UNIT "D"
UNIT "F"
UNIT "G"
UNIT "H"
UNIT "J"
ZONING: FBC-MSW
VIDANOVA AT EDISON LANDING
GRAND VALLEY STATE UNIVERSITY BUILDING F.F.=587.51
EX. PARKING LOT TO REMAIN
RESTORED WETLANDS 36,814 SFT 0.85 AC
APPROX. LOCATION OF EX. WOOD FENCE TYP.
EXISTING GARAGE
EASEMENT TO CONSUMER ENERGY PER LIBER 3630, PAGE 646 & LIBER 3652, PAGE 851
DRIVE ACCESS EASEMENT
S63°03'51"E 287.49'
N27°45'55"E 139.70'
P = 139.72'
EX 8" WATER
EX 6" WATER
EX CB-1
EX CB-11
EX CB-12
EX CB-13
EX ST-12
EX ST-13
EX MH-1
EX MH-2
EX MH-3
EX MH-4
EX MH-5
EX MH-6
EX MH-7
EX MH-8
EX MH-9
EX MH-10
EX MH-11
EX MH-12
EX MH-13
EX MH-14
EX MH-15
EX MH-16
EX MH-17
EX MH-18
EX MH-19
EX MH-20
EX



PROPOSED LEGEND

- CONCRETE SIDEWALK
- STANDARD DUTY BITUMINOUS
- CRACK FILL AND SEAL COAT
- SNOW STORAGE AREA
- STANDARD CURB & GUTTER
- LANDSCAPE CURB
- PROPERTY LINE
- EXISTING POTABLE WATER
- PROPOSED POTABLE WATER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING GAS LINE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING CONTOUR
- PROPOSED CONTOUR

SITE DATA:

SITE: 2.56 ACRES
ZONED: IBC MAINSTREET WATERFRONT (MSW)
USE: LARGE MULTI-PLEX (ALLOWED BY RIGHT)

MINIMUM LOT AREA:	7,500 SFT
MINIMUM LOT WIDTH:	75'
MAXIMUM LOT WIDTH:	100'
MINIMUM LOT DEPTH:	100'
MAXIMUM BUILDING HEIGHT:	6 STORY
FRONT BUILDING SETBACK:	0-15'
SIDE BUILDING SETBACK (STREET SIDE):	0-15'
SIDE BUILDING SETBACK (NON-STREET SIDE):	0'
REAR BUILDING SETBACK:	0'

PARKING DATA:

PROPOSED PARKING:	60 OFF-STREET PARKING SPACES (INCLUDES 4 BARRIER FREE SPACES) 8 ON-STREET PARKING SPACES 68 TOTAL SPACES

PROPOSED BICYCLE PARKING: 16 SPACES
(20% OF PROPOSED VEHICLE PARKING SPACES OF 68 SPACES = 14 SPACES)

PARKING SPACE:	9' x 18'
DRIVE AISLE:	24'
FRONT PARKING SETBACK:	40'
SIDE PARKING SETBACK (STREET SIDE):	5'
SIDE PARKING SETBACK (NON-STREET SIDE):	0'
REAR PARKING SETBACK (STREET SIDE):	5'

N

0 30' 60'

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PROJECT

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RELEASE DATE

△	DATE	DESCRIPTION
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	04-14-26	PUD AMEND. REV1

PROJECT

2212167GR

SHEET

SITE PLAN

C-200

Monday, May 04, 2026 at 10:20am O:\2212167GR Harbor 31 - The Meadows\Drawings - 2212167GR\Civil\03-Production Sheets (CD's)\167C-200 - Site Plan.dwg jkey

MUSKEGON LAKE

APPROXIMATE EDGE OF WATER (9/14/99) (VARIES)

EXISTING BOARDWALK

RAMP CONNECTED TO EXISTING BOARDWALK

20' LONG RAMP

PROPOSED 20'x20' CONCRETE PAD AREA

PROPOSED 10' WIDE CONCRETE SIDEWALK, CENTERED ON PROPERTY LINE

10' WIDE PUBLIC ACCESS EASEMENT

NOTE:
EXISTING RAMP WILL BE DESIGNED DURING THE DEVELOPMENT OF THE PROJECT'S CONSTRUCTION / PERMIT DRAWINGS.

7' WIDE PUBLIC ACCESS EASEMENT (ACTUAL LOCATION & GEOMETRY TO BE ESTABLISHED WHEN UNIT N DEVELOPS)

RYERSON CREEK

UNIT A

UNIT B

UNIT D

UNIT H

UNIT I

UNIT J

UNIT K

UNIT N

UNIT P

ZONING: DNC-MSW

VIRIDIAN DRIVE

TERRACE STREET

VIRIDIAN DRIVE

EXISTING 20 WIDE EASEMENT FOR SANITARY SEWER

EXISTING 30' CONSUMERS POWER EASEMENT

EXISTING BIKE PATH

RAILROAD SIGNAL ARM

RAILROAD SIGNAL ARM

RAILROAD SIGNAL ARM

CSX RAILROAD

SOUTHBOUND

SHORELINE DRIVE (BUSINESS 31)

NORTHBOUND

N

0 50' 100'

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES TO VERIFY THE LOCATION AND ANY DISCREPANCY BETWEEN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER.

PARADIGM DESIGN
ARCHITECTS | ENGINEERS
415 Leonard Street NW, Suite 200
Grand Rapids, MI 49504
(616) 785-5656
Grand Rapids | Phoenix
www.paradigmae.com

WILLIS MONTE HADLOCK, P.E.
MI - REGISTRATION #6201045738
EXP. DATE 09/02/2027

PROJECT

THE MEADOWS

MUSKEGON LAKEFRONT, LLC

MUSKEGON, MICHIGAN

DEVELOPER

TRUE PROPERTY RESOURCES, LLC

(616) 454-5554
415 LEONARD STREET,
GRAND RAPIDS, MI 49504

RELEASE DATE

	DATE	DESCRIPTION
	03-12-26	PUD AMENDMENT
	04-14-26	PUD AMEND. REV1

PROJECT

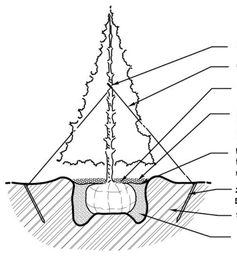
2212167GR

SHEET

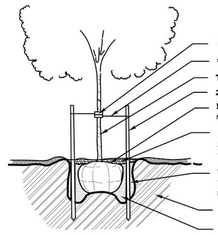
PEDESTRIAN ACCESS WAYS

C-220

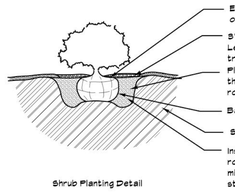
Monday, May-04-2026 at 10:20am O:\2212\167GR Harbor 31 - The Meadows\Drawings - 2212167GR\Civil\03-Production Sheets (CD's)\167C-220 - PED Access.dwg jkoy



Evergreen Planting Detail-5' and Taller



Deciduous Trees 3" Caliper and Smaller



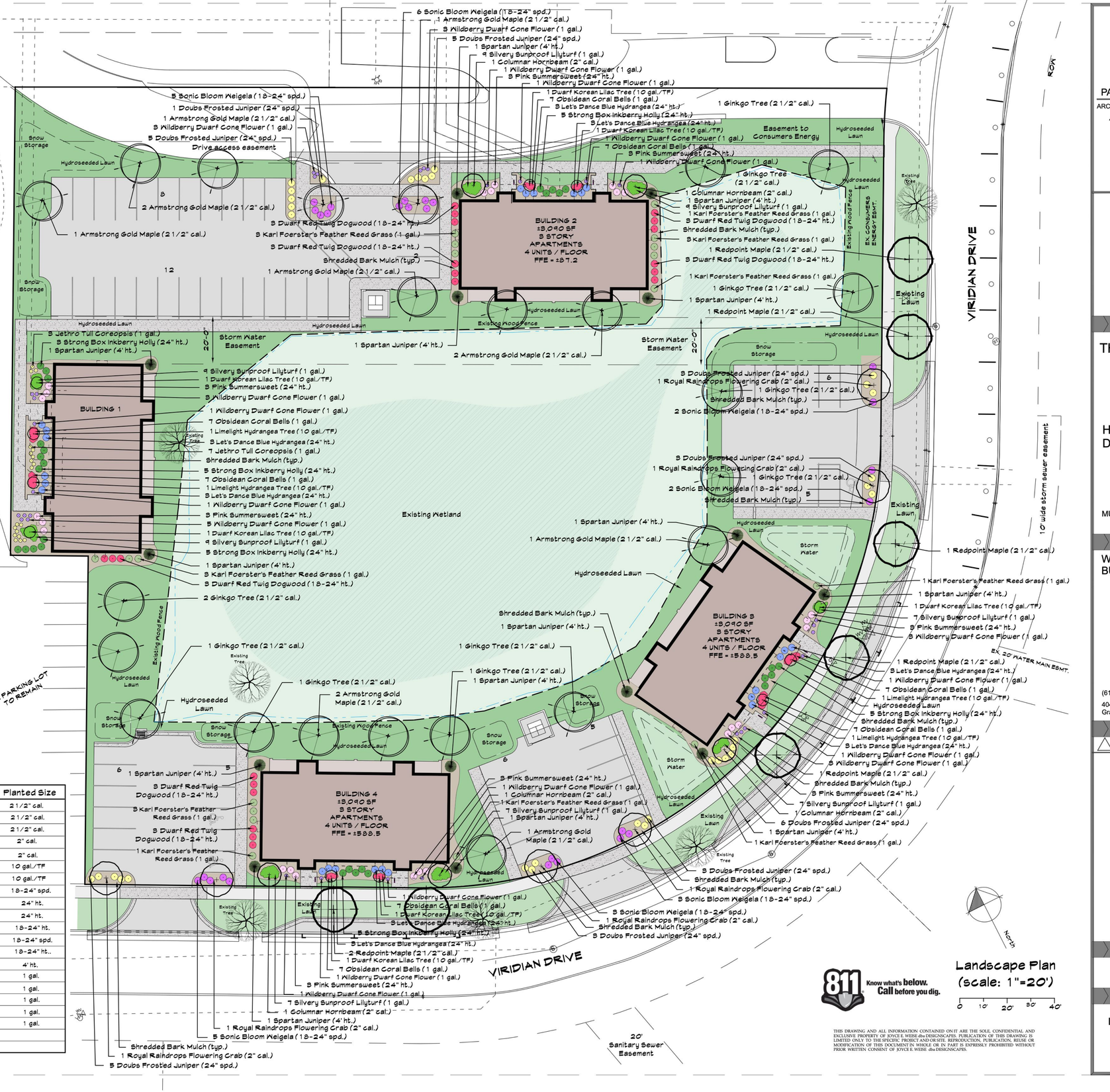
Shrub Planting Detail

Notes:

1. All landscaping shall be installed by a qualified Landscape Contractor. Plant sizes specified on the landscape plan shall be the size planted. Plants smaller then specified will be rejected. Substitutions of any kind must be approved by the Landscape Architect.
2. All plantings shall be mulched with 3" shredded premium hardwood bark mulch. Trees in lawn areas shall receive a 6' diameter bark ring 3" deep.
3. The landscape contractor shall remove any twine that is wrapped around the trunk of a tree or shrub as well as the top third of any burlap. Remove excess soil on the top of the root ball to expose the root flare or first layer of roots prior to planting. Use a wire cutter to make 3–5 cuts in the wire basket to allow roots to grow through.
4. Trees and shrubs shall be planted with a plant mixture consisting of 1/3 existing soil, 1/3 topsoil and 1/3 composted manure or peat.When planting trees in the lawn area or on a berm the existing soil within a 10 foot diameter shall be loosened by tilling or similar and amended with composted manure or peat at a depth of 6–12".
5. Planting areas shall be edged with a mechanical bed edger to define a border for the shedded bark mulch.
6. Parking Islands shall be back filled with at least 24" of topsoil. Amend the topsoil with composted manure or peat and mix into the topsoil at a depth of 6–12". Any aggregate or stone from the construction of the parking lot shall be removed prior to backfill.
7. Lawn areas shall recieve at least 4" of topsoil and hydroseeded. Check with specifications for topsoil availability or contact project manager. Topsoil for lawns shall be appropriate for growing and sustaining a healthy lawn. All lawns shall be hydroseeded with a seed blend consisting of 30% Kentucky Bluegrass, 20% Perennial Ryegrass, 10% Hard Fescue, 20% Creeping Red Fescue and 20% Chewings Fescue.
8. All lawn and shrub bed areas shall be watered by an automatic irrigation system. The irrigation system shall be designed and installed by the Landscape Contractor. Shrub areas shall be irrigated with drip irrigation.
9. Maintenance of the landscape shall be provided for by the owner and include fertilizing of lawn and plant material, yearly pruning, top dressing of mulch areas every other year and provide 1" of water per week during the growing season.
10. Plant materials shall be chosen and installed in accordance with standards recommended by the County Cooperative Extension Service or American Nursery Association.

Plant List

Quantity	Common Name	Latin Name	Planted Size
11	Ginkgo Tree	Ginkgo biloba	2 1/2" cal.
12	Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	2 1/2" cal.
7	Redpointe Maple	Acer rubrum 'Frank Jr.'	2 1/2" cal.
5	Columnar Hornbeam	Carpinus betulus 'Frans Fontaine'	2" cal.
6	Royal Raindrops Flowering Crab	Malus 'Royal Raindrops'	2" cal.
4	Limelight Hydrangea Tree	Hydrangea paniculata 'Limelight'	10 gal./TF
6	Dwarf Korean Lilac Tree	Syringa meyeri 'Palibin'	10 gal./TF
26	Sonic Bloom Pink Weigela	Weigela florida 'Soni Bloom'	18-24" spd.
24	Pink Summersweet	Clethra alnifolia 'Ruby Spice'	24" ht.
24	Let's Dance Blue Hydrangea	Hydrangea macophylla 'Let's Dance'	24" ht.
28	Stong Box Inkberry Holly	Ilex glabra 'Strong Box'	18-24" ht.
54	Doubs Frosted Juniper	Juniperus chinensus 'Doubs Frosted'	18-24" spd.
21	Dwarf Red Twig Dogwood	Cornus stolonifera 'Artic Fire'	18-24" ht..
14	Spartan Juniper	Juniperus Chinensis 'Spartan'	4' ht.
10	Jethro Tull Coreopsis	Coreopsis 'Jethro Tull'	1 gal.
18	Karl Foerster's Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	1 gal.
56	Obsidian Coral Bells	Heuchera x 'Obsidian'	1 gal.
64	Silvery Sunproof Lily Turf	Liriope 'Silvery Sunproof'	1 gal.
31	Wildberry Dwarf Cone Flower	Echinacea purpurea 'Pow Now Wildberry'	1 gal.



811 Know what's below. Call before you dig.

Landscape Plan
(scale: 1"=20')
0 10' 20' 30' 40'

THIS DRAWING AND ALL INFORMATION CONTAINED ON IT ARE THE SOLE, CONFIDENTIAL AND EXCLUSIVE PROPERTY OF JOYCE E. WEISE dba DESIGNSCAPES. PUBLICATION OF THIS DRAWING IS LIMITED ONLY TO THE SPECIFIC PROJECT AND OR SITE. REPRODUCTION, PUBLICATION, REUSE OR MODIFICATION OF THIS DOCUMENT IN WHOLE OR IN PART IS EXPRESSLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT OF JOYCE E WEISE dba DESIGNSCAPES.

PARADIGM DESIGN
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Grand Rapids I Scottsdale
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STATE OF MICHIGAN
JOYCE E. WEISE
LANDSCAPE ARCHITECT
No. 1202
LICENSED LANDSCAPE ARCHITECT

Landscape Plan Drawn By:
Joyce E. Weise PLA, ASLA

PROJECT

THE MEADOWS

HARBOR 31 DEVELOPMENT

MUSKEGON, MICHIGAN

APPLICANT

WOLVERINE BUILDING GROUP

(616) 281-6194
4045 BARDEN SE
Grand Rapids MI., 49512

RELEASE DATE

DATE	DESCRIPTION
03-12-26	PUD AMENDMENT
03-27-26	REVISION
05-04-26	REVISION

PROJECT

2212167GR

SHEET

LANDSCAPE PLAN

L-101

Monday, March-07-2022 at 5:42pm /2022 Drawings/Plansdigm Projects/Fox Motors Large Truck/Fox Motors Title Block.dwg

PARADIGM DESIGN

PUD Amendment Narrative

Project Name: **The Meadows**
Project Number: **2212167GR**
Date: **March 12, 2026**

Property Address: 170 Viridian Drive
Parcel Number: 61-24-604-000-0004-00
City: Muskegon, MI
Context Area: Main Street Waterfront (MSW)

Summary of Requested PUD Amendments

The applicant requests approval of a Planned Unit Development (PUD) amendment to allow flexibility from specific Form-Based Code standards due to significant site constraints created by regulated wetlands. The requested amendments include:

- Allowing multiple principal buildings on a single parcel where only one (1) principal building per lot is otherwise permitted.
- Allowing reduced front yard parking setbacks where strict compliance is not practicable due to environmental constraints.
- Allowing adjusted parking placement and configuration to accommodate required parking while avoiding impacts to regulated wetlands.

All other applicable standards of the approved PUD and the City of Muskegon Form-Based Code are intended to remain in effect.

Project Description

The applicant requests approval of a Planned Unit Development (PUD) amendment for the property located at 170 Viridian Drive to allow construction of a new residential development consisting of four (4) Large Multi-plex buildings, each containing twelve (12) dwelling units, for a total of 48 units. Each building will be served by an associated off-street parking area.

Based on the City of Muskegon Form-Based Code, the subject parcel is located within the Main Street Waterfront (MSW) Context Area, where Large Multi-plex buildings are permitted by right. The

proposed development complies with the allowed building type and overall intent of the Form-Based Code to encourage residential development in waterfront-adjacent areas.

Site Constraints and Wetland Impacts

A large regulated wetland occupies the central portion of the site and significantly limits the amount, location, and configuration of buildable upland area. The presence of the wetland restricts building placement, parking layout, internal circulation, and the ability to subdivide the property into multiple compliant parcels.

As a result, there are limited feasible development options that avoid wetland disturbance. The proposed site plan represents the most reasonable development pattern that preserves regulated natural features while allowing residential use consistent with the Form-Based Code. The requested PUD amendment provides the flexibility necessary to accommodate development while minimizing environmental impacts.

Parking

Off-street parking requirements for residential uses are governed by Section 2008.00 – Off-Street Parking Standards of the City of Muskegon Form-Based Code. Under these standards, the maximum off-street parking requirement is one (1) parking space per dwelling unit.

The proposed development includes forty-eight (48) dwelling units. While a maximum of forty-eight (48) off-street parking spaces would be required under Section 2008.00, the applicant proposes Sixty (60) off-street parking spaces, along with fifteen (15) on-street parking spaces, for a total of Seventy five (75) parking spaces serving the development.

In accordance with Section 2007.05 – Public Realm Type Overview, Viridian Drive is classified as a Transitional Street, which supports on-street parallel parking. The proposed on-street parking is consistent with this street classification and is intended to supplement off-street parking in a manner that supports the function of the public realm.

The proposed parking supply is intended to adequately accommodate anticipated residential demand while maintaining safe and functional site circulation. Parking areas are distributed to serve each building and are located to avoid impacts to regulated wetlands. Therefore, the

applicant requests approval of a PUD amendment to allow the proposed parking placement and configuration.

Multiple Buildings on a Single Lot

Section 2006.13.5 of the Form-Based Code limits development of Large Multi-plex buildings to one principal building per lot. The proposed development includes four (4) principal buildings on a single parcel.

Subdivision of the property into multiple lots is not feasible due to the centrally located wetland, which prevents the creation of independent, compliant parcels with adequate access, utilities, and buildable area. Maintaining a single parcel allows development to occur only within the limited upland portions of the site and avoids unnecessary wetland disturbance, while still providing a cohesive and orderly residential development consistent with the Form-Based Code.

Therefore, the applicant requests approval of a PUD amendment to allow multiple principal buildings on a single parcel.

Front Yard Parking Setback

Parking placement is regulated under Section 2005.07, Section 5.0 – Parking Placement, which restricts parking within the front yard to a minimum of forty (40) feet from the front property line. Due to the wetland constraints on the site, strict compliance with the forty (40)-foot front yard parking setback is not practicable. The wetland significantly limits alternative parking locations and constrains site design. The proposed parking placement represents the most reasonable and minimal departure necessary to accommodate required parking while maintaining functional access, internal circulation, and preservation of regulated natural features.

The intent of the front yard setback standard—to promote orderly development and maintain visual quality along the public realm—is preserved to the greatest extent feasible given the site's environmental constraints. Therefore, the applicant requests approval of a PUD amendment to allow a reduced front yard parking setback.

Adjacent GVSU Parking Encroachment and Relocation

The subject property is adjacent to a Grand Valley State University (GVSU) building. An existing GVSU parking lot currently encroaches onto the subject parcel.

As shown on the submitted site plans, the encroaching parking will be removed and relocated entirely outside of the subject property. This relocation will be completed by others and is not part of the proposed construction. Removal of the encroachment will restore full use of the site in accordance with the proposed development plan.

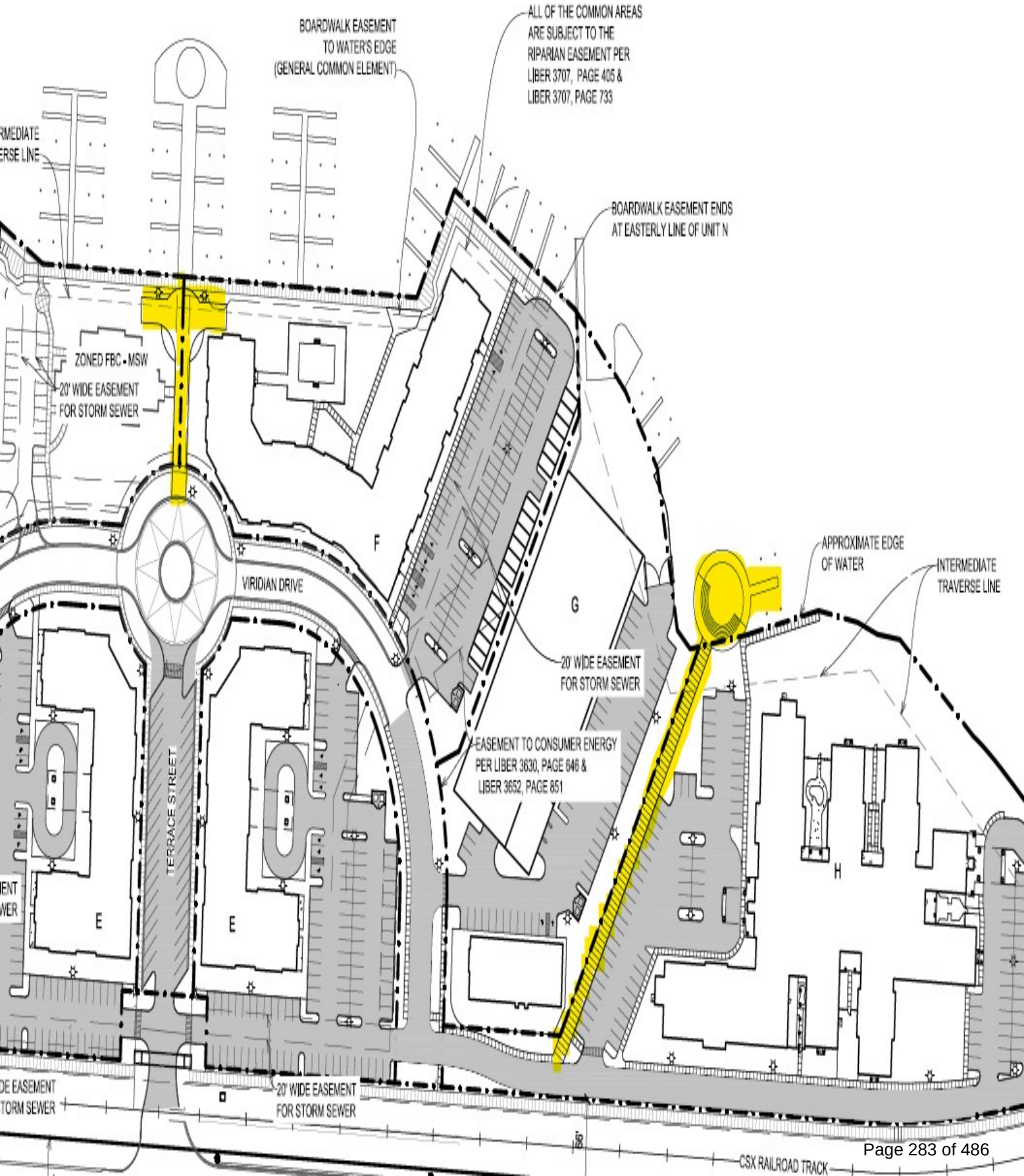
Stormwater Management

Stormwater management for the subject property will be provided in accordance with the approved Harbor 31 Overall Stormwater Management Plan. Final stormwater design will be completed in coordination with the City of Muskegon Public Works and Engineering Department during the site plan and construction document stages to confirm system capacity, connection points, and any necessary localized improvements. This coordinated approach ensures compliance with City standards while maintaining consistency with the approved Harbor 31 PUD stormwater framework.

Conclusion

The proposed PUD amendment meets the City of Muskegon PUD criteria by:

- Providing flexibility where strict ordinance compliance is impractical due to natural features;
- Preserving and avoiding impacts to regulated wetlands;
- Promoting efficient, functional, and orderly site design;
- Remaining compatible with surrounding institutional and mixed-use development; and
- Advancing the general intent and purpose of the zoning ordinance and the City's long-term planning goals.
- For these reasons, the applicant respectfully requests approval of the proposed PUD amendment.


BOARDWALK EASEMENT
TO WATER'S EDGE
(GENERAL COMMON ELEMENT)
ALL OF THE COMMON AREAS
ARE SUBJECT TO THE
RIPARIAN EASEMENT PER
LIBER 3707, PAGE 405 &
LIBER 3707, PAGE 733
BOARDWALK EASEMENT ENDS
AT EASTERLY LINE OF UNIT N
ZONED FBC - MSW
20' WIDE EASEMENT
FOR STORM SEWER
VIRIDIAN DRIVE
F
G
APPROXIMATE EDGE
OF WATER
INTERMEDIATE
TRAVERSE LINE
20' WIDE EASEMENT
FOR STORM SEWER
EASEMENT TO CONSUMER ENERGY
PER LIBER 3630, PAGE 646 &
LIBER 3652, PAGE 851
TERRACE STREET
E
E
H
20' WIDE EASEMENT
FOR STORM SEWER
CSX RAILROAD TRACK





CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO._____

An ordinance to amend Section 2102 of the zoning ordinance to amend the Harbor 31 Planned Unit Development to allow for a new apartment complex.

This ordinance adopted:

Ayes:_____

Nayes:_____

Adoption Date:_____

Effective Date:_____

First Reading:_____

Second Reading:_____

CITY OF MUSKEGON

By: _____
Ann 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 26th day of May 2026, 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: _____, 2026. _____

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 May 26, 2026, the City Commission of the City of Muskegon adopted an ordinance to amend the Harbor 31 Planned Unit Development to allow for a new apartment complex.

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 _____, 2026. CITY OF MUSKEGON

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Energy Performance Contract with Johnson Controls, Inc.
Submitted by: Dan VanderHeide, Public Works Director	**Department:** Public Works

Brief Summary:
Staff offers an Energy Performance Contract with Johnson Controls, Inc. that will satisfy many capital needs throughout the City and generate over $19M in savings, as detailed in the included contract, for a total cost of $43,296,839.

Detailed Summary & Background:
In May of 2025, the Commission approved Johnson Controls, Inc. (JCI) as the City's service provider for an Energy Performance Contract (EPC). Since that time and with various approvals along the way by the Commission, staff and JCI have worked to develop a series of items that address capital needs of the City and fit well within the structure of an EPC. On Monday, May 11 of this year, staff and JCI presented the details of the contract and the items proposed within it. The specific items and terms are also detailed within the included contract. To reiterate the highlights:

- A complete renovation of the DPW facility, including the addition of 6,000 ft2 of community space
- Replacement of over 10,000 water meters and the repair or replacement of all commercial meters
- HVAC improvements at City Hall and the Water Filtration Plant, including replacing all City Hall windows
- Leak detection in portions of the water system, and infiltration-reducing measures in the sewer system
- Other electric- and water-saving improvements at City Hall, the marina, and in our parks and cemeteries

The EPC format allows future savings that are generated by the improvements to be used to defray the cost of those improvements. As such this EPC includes savings of $19,593,375, provided by such things as increased water revenue due to the meter replacements, and utility savings generated by more efficient equipment. These savings are guaranteed - if they fail to materialize and the City has met its related obligations, JCI will pay the City an equivalent amount for the missing savings.

The project is proposed to be financed using a financial instrument known as a Tax-Exempt Lease Purchase (TELP). If the Energy Performance Contract is approved, JCI will work with City staff to issue a Request for Proposals to banks. Staff and JCI will negotiate terms, and return to the Commission with the loan proposal for approval at a future Commission meeting. The TELP does not count against the City's bonding capacity, yet still provides a competitive rate structure.

After financing and savings, and after being distributed to the various funds that support the items included in the project, the financial impact to the City's budget is approximated by fund below. Actual payments in any given year will vary according to the offsetting savings. The figures shown are an annual average over the life of the project financing assuming a rate of 4.5%.

Annual Total	**$2,345,188**
101 (General)	$356,609
20X (Highway)	$575,617
590 (Sewer)	$324,754
591 (Water)	$511,143
594 (Marina)	$19,231
643 (Engineering)	$104,279
661 (Equipment)	$457,397

On the "Budgeted Item" line below, it is noted as N/A as this will be budgeted for in future fiscal years starting in FY 2027-28.

Goal/Action Item:
2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Maximized efficient use of existing infrastructure

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
$43,296,839 (To be financed over 20 years)

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):
Multiple, see chart

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
Move to approve the Energy Performance Contract with Johnson Controls, Inc. as detailed in the included contract for a total cost of $43,296,839, and to authorize the Mayor and Clerk to sign.

Approvals:

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

Name the Policy/Ordinance Followed:
Purchasing Policy

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this ___ day of _____, 20__ between:

PARTIES

Johnson Controls, Inc. ("JCI")
3312 Lousma Drive SE
Grand Rapids, MI 49548

and

City of Muskegon ("Customer")
1350 E. Keating Ave.
Muskegon, MI 49442

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer, in accordance with all applicable procurement and other Laws.

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

AGREEMENT

1. **SCOPE AND PHASING OF THE AGREEMENT; FURTHER DEVELOPMENT OF DPW FACILITY IMPROVEMENT MEASURES (FIMS).** JCI shall perform the Work set forth in Schedule 1. After all improvement measures are Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) and/or Schedule 2A (Assured Performance Guarantee – Utility Meters), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

   The Parties acknowledge that for the DPW FIMs (as defined in Schedule 1), the scope, guarantee, and price specified in this Agreement are preliminary and subject to reconciliation following further FIM design development. Customer agrees to commit the price specified in Schedule 4 to the DPW FIMs (the "DPW FIMs Allowance") on a stipulated sum basis; provided, that if JCI determines, through further development, that the DPW FIMs Allowance is insufficient for implementation of the full preliminary scope of the DPW FIMs, the Parties shall either a) refine and reduce scope to align to the DPW FIMS Allowance or b) negotiate a mutually acceptable increase to the DPW FIMs Allowance. The final scope, assured performance guarantee, and price for the DPW FIMs shall be documented in a mutually acceptable and jointly executed notice to proceed for the implementation of the DPW FIMs (the "Notice to Proceed 2-DPW FIMs Implementation"), which shall function as a binding amendment to the Agreement to the extent such notice to proceed alters the scope, guarantee, price, or other terms of the Agreement.

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JCI shall commence further design and project development for the DPW FIMs at the time of the initial Notice to Proceed referenced in paragraph 3 and shall commence implementation work on the DPW FIMs following the Notice to Proceed 2-DPW FIMs Implementation. In the event that the parties cannot agree, after good faith negotiations, on a mutually agreeable Notice to Proceed 2-DPW FIMs Implementation, the Agreement shall be considered terminated for convenience as to the DPW FIMs, with JCI entitled to prompt payment for A) the design component of the DPW FIMs authorized in the initial Notice to Proceed, B) reasonable demobilization or breakage fees, if applicable, and C) any other work performed on the DPW FIMs as of the date of termination.

2. **AGREEMENT DOCUMENTS**: In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work
Schedule 2 – Assured Performance Guarantee
Schedule 2a – Assured Performance Guarantee – Utility Meters
Schedule 3 – Customer Responsibilities
Schedule 4 – Price and Payment Terms
Attachment 1 – Form of Notice to Proceed 1& 2
Attachment 2 – Form of Change Order
Attachment 3a – Form of Certificate of Substantial Completion per FIM
Attachment 3b – Form of Certificate of Substantial Completion for Project
Attachment 4 – Form of Certificate of Final Completion
Appendix 1 digitally attached – Drawings – DPW 25%DD, City Hall Mechanical, Water Filtration Mechanical
Appendix 2 digitally attached – Meter Warranty
Appendix 3 digitally attached – Water Meter Database
Appendix 4 digitally attached – Manhole survey
Appendix 5 digitally attached – Manhole warranty
Appendix 6 digitally attached – Water Test Report

3. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of the Notice to Proceed, a form of which is attached hereto as Attachment 1; provided that JCI shall only commence design and project development work on the DPW FIMs at the time of the Notice to Proceed, and shall not commence implementation work on the DPW FIMs until receipt of the Notice to Proceed 2-DPW FIMs Implementation.

JCI shall provide FIM Substantial Completion certificates for Customer's review on a per-FIM basis, to be executed by Customer when JCI achieves Substantial Completion for the corresponding FIM (or package of FIMs). Warranties for that FIM shall commence on the FIM Substantial Completion Date unless otherwise specified in Schedule 1. Substantial Completion for the Work as a whole shall be the date on which Customer executes an Overall Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes an Overall Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, and in each case fails to cure such failure, nonpayment, cancellation, termination, or breach within thirty (30) days after receipt of written notice from JCI, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

4. **DELAYS AND IMPACTS.** If JCI is delayed or impacted in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the

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conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure Event (as defined below); a change in Law; an increase of 10% or more in the cost of any parts, materials or supplies to be used in the project between date of contract and date of installation; material failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price, scope and payment terms, and the Assured Performance Guarantee shall be subject to Customer's review and mutual written agreement of the parties, which shall not be unreasonably withheld and will be subject to dispute resolution in event of a disagreement.. JCI shall use commercially reasonable efforts to mitigate delays and added costs. Pending resolution of any dispute, JCI shall continue performance to the extent reasonably possible.

5. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.

6. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. JCI shall remain responsible for compliance of its own work with applicable laws and codes. JCI shall promptly notify Customer upon discovery of any material code, safety, or compliance deficiency encountered during the Work. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI. To the extent Customer is exempt from taxes under applicable law, Customer shall not be responsible for such taxes. JCI shall cooperate in documenting applicable exemptions or discounts to any applicable permits.

7. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within two (2) years following Substantial Completion of the relevant portion of Work or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims; however, if JCI fails to promptly correct defective or non-conforming Work after reasonable notice and opportunity to cure, Customer may pursue any other remedies available under this Agreement or applicable law. If the same or substantially similar defect recurs more than two times on the same item, Customer may require replacement of that defective item rather than further repair attempts. Customer agrees that the two (2) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a

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reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the two (2) year period described above or such other period identified in Schedule 1. The foregoing warranties and remedies are cumulative and shall not limit remedies for breach of contract, negligence, gross negligence, willful misconduct, fraud, or statutory violations. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. JCI does not guaranty that any Improvement Measures will perform in accordance with the manufacturer's specifications over the term of this Agreement, other than with respect to the limited warranty applicable to equipment actually manufactured by JCI, or if the performance failure is related to JCI's workmanship within the two (2) year warranty period, each as described above. Customer's sole remedy for failed or non-performing Improvement Measures not related to JCI's workmanship is to pursue claims under any manufacturer's warranty claims then in effect. No warranty extends to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment. JCI makes no and specifically disclaims all representations or warranties that the Work (and any related, associated, or suggested third-party products, services, or software) will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

8. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

9. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, interpretations, tariffs, duties, quotas, and lawful orders of public authorities (collectively "Law" or "Laws") in connection with its performance hereunder.

10. **HAZARDOUS MATERIALS.**

A. JCI shall be responsible for removing or disposing of any JCI Hazardous Materials and for the remediation of any areas to the extent impacted by the release of JCI Hazardous Materials. For any Non-JCI Hazardous Materials, Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no asbestos containing materials are present, and Customer shall at its own cost and expense provide such certification for buildings it owns or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work in the facility that could disturb such asbestos containing materials. If Customer becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with Work, it will immediately provide notice to JCI. Upon such notice, or if JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with Work, JCI shall promptly stop the Work in the affected area. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Work.

B. To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and its directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's negligent use, storage, release, discharge, handling or presence of Non-JCI

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Hazardous Materials (actual or alleged and regardless of the cause of such condition) on, under or about the facilities, or Customer's failure to comply with this Article 10.

C. Definitions Applicable to this Article 10:

1. "Hazardous Materials" – Hazardous Materials are any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable laws relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. Hazardous Materials specifically includes without limitation mold, lead-based paint and asbestos containing materials.
2. "JCI Hazardous Materials" – JCI Hazardous Materials are any Hazardous Materials brought onto Customer's premises by JCI in providing the Work.
3. "Non-JCI Hazardous Materials" – Non-JCI Hazardous Materials are any Hazardous Materials located on, about or under Customer's premises, other than JCI Hazardous Materials.

11. CHANGE ORDERS. The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI shall not unreasonably delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

12. CUSTOMER FINANCING; TREATMENT; TAXES. The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

a. Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
b. Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
c. the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters, and represents that it has independently determined its entry into this Agreement complies with applicable procurement rules, regulations, and/or Laws. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

13. INSURANCE. JCI shall maintain insurance in the amounts set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self-insurance, including Employer's Liability	Statutory

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Commercial General Liability Insurance	$5,000,000 Per Occurrence $5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

14. INDEMNIFICATION. To the fullest extent permitted by applicable Law, JCI and Customer shall indemnify (each an "Indemnifying Party") each other ("Indemnified Party") for all damages, losses and expenses with respect to any third-party claims against the Indemnified Party for personal injury (including death) or tangible property damage, but only to the extent such damages, losses and expenses are caused by the negligence or willful misconduct of the Indemnifying Party in fulfilling its obligations under this Agreement.

15. LIMITATION OF LIABILITY. Neither JCI nor Customer will be responsible to the other for any special, indirect, consequential, remote, punitive, exemplary, loss of profits or revenue, regardless of how characterized and regardless of a party having been advised of the possibility of such potential losses or relief, arising in any manner from this Agreement, the Work, the Improvement Measures, the premises, the M&V Services, or otherwise. JCI's liability under this agreement, regardless of the form of action, shall in no event exceed the greater of (i) the amount of the payments actually received by JCI under schedule 4, or (ii) the amounts available under JCI's applicable insurance policies required under this Agreement. Notwithstanding the foregoing, the limitation of liability set forth in this Section shall not apply to liability arising out of: (a) JCI's gross negligence or willful misconduct; (b) fraud or intentional misrepresentation; (e) JCI's indemnification obligations under this Agreement; (f) breach of confidentiality or data security obligations; or (g) violations of applicable law. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

16. FORCE MAJEURE EVENTS. Neither party will be responsible to the other for damages, loss, injury, or delay caused by Force Majeure Events. As used herein, "Force Majeure Events" are conditions that are beyond the reasonable control and without the intentional misconduct or negligence of a party, either foreseeable or unforeseeable, including, without limitation, severe weather, flooding, seismic disturbances, acts of God, condemnation, strikes, labor disputes, epidemics, pandemics, disease, quarantines or other public health risks and/or responses, fires, explosions or other casualties, thefts, vandalism, riots or war, acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, or electronic communications systems, data breach, cyber-attacks, ransomware, or unavailability, delayed delivery or unavailability of material. If a party is delayed in achieving one or more of its schedule milestones set forth in the Agreement due to a Force Majeure Event, the affected party will be entitled to extend the relevant completion date by the magnitude of the Force Majeure Event plus additional time to overcome the effect of the delay.

17. JCI'S PROPERTY. All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Notwithstanding the foregoing but subject to the software terms of paragraph 30 and Customer's subscription renewal of digital or third party products as

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specified in Schedules 1 and 3, upon installation and payment, Customer shall receive a perpetual, irrevocable, non-exclusive, royalty-free license to use, operate, maintain, and repair the Improvement Measures. Customer shall have the right to access and use all documentation, drawings, schematics, and system data necessary for the operation, maintenance, repair, modification, or replacement of the Improvement Measures. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Nothing in this Agreement shall be construed to prevent Customer from maintaining continuous operation of its facilities or systems in the event of termination, expiration, or suspension of services. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

18. **DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.

19. **GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted.

20. **179D BENEFITS.** As a result of JCI's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to JCI as the party primarily responsible for designing energy efficiency improvements implemented at Customer's facilities. Congress provided in IRC 179D(d)(4) for tax-exempt owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here JCI. Customer hereby agrees to allocate to JCI such deduction and any similar deduction enacted by Congress to replace IRC 179D. Customer shall cooperate with JCI by executing and promptly returning to JCI a written allocation and declaration required by IRC 179D. JCI will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation provided for Customer's execution. Notwithstanding anything to the contrary herein, Customer makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by JCI. JCI assumes all risk related to such allocation and deduction.

21. **CONSENTS; APPROVALS; COOPERATION**. Whenever Customer's or JCI's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer or JCI may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. JCI shall have the right to subcontract its obligations without notice to Customer. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

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22. **FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

23. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

24. **POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

25. **SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

26. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

27. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

28. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

29. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Area General Manager; with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Solutions North America, 5757 N Green Bay Avenue, Milwaukee, Wisconsin, 53209; and to Customer at the address listed on the first page of this Agreement.

30. **SOFTWARE AND DIGITAL SERVICES.**

A. Use, implementation, and deployment of software, digital enabled services, and hosted software products ("Software") offered under this Agreement shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms, and the standard terms of any third-party software or digital solutions referenced in Schedule 1 (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. For avoidance of doubt, if Customer subscribes to or purchases third-party software, services, or products ancillary to, in furtherance of, or otherwise associated with the Work, the terms between Customer and the third party shall control that transaction; JCI disclaims all warranties, representations, and liabilities as to software, services, or

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products of such a third party. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

B. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect data, hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CITY OF MUSKEGON

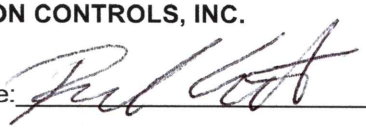
Signature:_____

Printed Name: Ken Johnson

Title: Mayor

Date:_____

JOHNSON CONTROLS, INC.

Signature: 

Printed Name: Bradford G. Estadt

Title: General Manager

Date: 5/26/2026

Signature:_____

Printed Name: Ann Meisch

Title: City Clerk

Date:_____

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SCOPE OF WORK:

Scope of work Summary:

1. DPW Building Facility Improvement Measures (the “DPW FIMs”):
    1. Public Works Building (1350 E. Keating Ave., Muskegon, MI) – Building Improvements
2. All Non-DPW FIMs:
    1. City Hall – Chiller, Pump (chilled water (CHW) & hot water (HHW)), Controls
    2. City Hall – Building Envelope
    3. City Hall – Window Replacement
    4. City Hall – Domestic Water Fixtures
    5. Water Filtration Plant – Boilers, pumps, controls
    6. Water Filtration Plant – Variable Refrigerant Flow (VRF) system, Window Film, Controls
    7. Water Meter Replacement and Related Improvements
    8. Leak Detection
    9. Sewer Manhole Rehab - Infiltration
    10. Cemetery – Irrigation Controller updates
    11. Marina – Lighting updates
    12. Marina – Domestic water heater replacement
    13. Parks – Irrigation Controller updates

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DPW FIMs:

Public Works Building (1350 E. Keating Ave., Muskegon, MI) – Building Improvements:

Current scope of work as briefly described below and further identified in the 25% DD drawings set attached as file "JCI-Muskegon DPW-25% DD Set-Supporting Budget.pdf" dated 2-28-2026 is the basis for the scope of work and pricing. JCI and our design partners will continue to work with the City to finalize the drawings for final construction. The DPW FIMs scope described herein is preliminary and subject to the NTP2-DPW FIMs Implementation process specified in Paragraph 1 of the Agreement.

Building General:

- Office block
  - Ribbon fascia panel, soffits, and coping
  - New storefront
  - New Insulated Metal Panel (IMP) and coping
- Warehouse/Garage new IMP and coping
  - New overhead doors - (20) 16' to 20' - sectional
  - New led warehouse high-bay lighting
  - Roof Replacement (TPO and R-30 continuous insulation)
- Community space
  - Renovate existing vestibule
  - New storefront
  - New clerestory windows
  - New fascia, soffit, and coping

- Site work
  - (2) gas pumps relocated
  - New fencing and gate – 200 linear feet (lf)
  - New landscape island
  - Reconfigure existing island
    - landscape island (final landscape by city staff, per city request)

Building Systems

- New generator - natural gas and auto transfer switch
- New HVAC system
- Tube heaters in garage
- Compressed air system
- Updated electrical service as indicated on electrical drawings and limited to areas of construction
- Security and telecom systems
- Upgrade natural gas service
- New sand/oil separator
- New drains / sewer lines in floors

Water and Sewer Department:

- ~4,000 SQFT TOTAL
  - Racking for relocation of material from wares/stores and current storage (reuse of as much racking as possible, where possible)

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  - (20) new gear lockers, Basis of Design: 24” X 24” X 90” with boot drawer and integral bench seat
  - Laundry: (1) Washer (1) Dryer (appliances by City)
  - Gear Cleaning mop sink/mud space
  - Workshop: Existing Compressed air, grinding station, drill press, workbench, sandblast hood (equipment by City)
  - New overhead door at existing location
  - Relocate Water Meter Tester.
- ~600 – 700 SQFT Dispatch, Breakroom, and Offices
  - (2) Supervisors’ offices with entry from hallway and crew room
  - (4) Hoteling Workstations
  - GIS Monitor with adjacency to hoteling “mis-dig” workstations
  - Full Kitchenette (appliances by City)
  - Small map space. Vertical or flat file.

Highway and Traffic Department:

- ~3,000 SQFT TOTAL
  - Current Space + Existing Sign Shop Space
  - (23) new lockers. Basis of design 24” X 24” X 90” gear locker single tier locker, boot and bench
  - Mud space/mop sink station
  - Laundry, washer + dryer. (appliances by City)
  - Monitor space for GIS and/or Cartegraph management system (equipment by city)
  - New Racking (reuse of as much racking as possible, where possible)
  - New bench space
- ~600 – 700 SQFT Dispatch, Breakroom, and Offices
  - (2) Supervisor office with entry from hallway and breakroom/crew room
  - (2) Hoteling Workstations
  - Monitor space for GIS and/or Cartegraph System (equipment by city)
  - Full Kitchenette (appliances by City)
  - Breakroom space to provide flexibility for training workshops (20-25 Max staff with seasonal) (Monitor + presentation equipment by city)

Sign Shop Department:

- ~775 SQFT Relocated Sign Shop (More office/clean space)
  - (2) Permanent Workstations open to shop
  - ~20’ x 10’ space allocated for printer/roller/worktable signage workspace. Linear flow from machine to machine (City provided equipment or reuse of existing)
  - Whiteboard, or work monitor (monitor provided by city)
  - Workbench space in Highway/Traffic
  - Semi-heated space for vehicle decal work in Highway/Traffic
  - Update sign blanks and horizontal storage

Salt Shed

- ~8,000 SQFT Pre-engineered Metal Building
  - Lean-to’s each side
  - New portable ramp, Dockzilla, Basis of Design
  - Pull-thru layout for salt loading under roof
  - 100' x 80' with lean-to and Overhead Doors
- Provide new CMU/concrete retaining wall, epoxy coated, for cold-patch asphalt. Requires semi-heating, located in Garage.

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Mechanics Department:

- ~11,000sqft TOTAL
  - Breakroom/ Office recently updated no major changes
    - New Large monitor for Cartegraph and training (equipment provided by City)
    - Storage for Manuals
- Shop Updates
  - Relocate Vehicle exhaust main for fire truck access
  - Updated/cleaned concrete floor
  - New Lift
  - Power for mobile workstations
  - Consolidate tire storage
  - Relocate space for tire changing equipment
  - New High Volume Low Speed (HVLS) fan
  - New trench drains
  - Update overhead doors and operators
  - New enclosed welding area with man-door access
  - Parts stock storage updates

Police Shop Department:

- ~3,050 SQFT TOTAL
  - Relocated police space adjacent to mechanics
  - Additional Space for (6) vehicles total
  - Relocate existing lifts
  - Add quick hitter lift near overhead door
  - Relocate fluids storage
  - Relocate tire storage
  - Shares mechanic breakroom
  - New overhead door location and new overhead door in existing

Parks and Rec Department:

- ~6,600 SQFT TOTAL
  - Relocate small engines lift for additional tractor space
  - ~500 SQFT dedicated paint area with spray paint area and ventilation
  - ~500 SQFT wood shop area
  - Large Material Storage for wood shop
  - Storage for Janitorial Supplies
  - Racking storage for seasonal (Xmas) (reuse of as much racking as possible, where possible)
  - Racking for Rec Storage (reuse of as much racking as possible, where possible)
  - Secure Storage Area
  - Locked Key Storage
  - (30) New Lockers. Basis of Design: 18” X 21” X 90” standard single tier
  - Storage for Hand tool, weed whip, and etc.
- ~1,000 Dispatch, Breakroom, and Offices
  - (4) Hoteling workstations
  - (2) Parks Supervisor Office with office and corridor access
  - Arborist Workstation (larger for laydown)
  - Kitchenette (appliances by city)
  - Break space flexible/expandable (for seasonal growth (30) staff)
  - Monitor and Display space (equipment by city)

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Forestry Department:

- ~300 SQFT TOTAL
    - New enclosed space for minor maintenance of equipment; chain sharpening, etc.

Engineering Department: (incorporated into Administration space)

- (4) workstations
- (1) hoteling workstation for summer intern
- (1) Supervisor
- Lockable storage for equipment in garage
- Stand up collaborative touchdown space

Admin Department:

- ~6,800 SQFT TOTAL
    - New entry and lobby with (2) station transaction window
        - Counter height storage for mattress bags
        - Space for 5-10 public to wait
    - (5) Engineering workstations
    - (1) Engineering Supervisor Office
    - (8) Private offices
    - (14) workstation open office
        - (10) permanent staff
        - (4) general hoteling
    - (1) Touchdown/Kitchenette space with coffee bar, snack station, sink, fridge. Focal Point of office (appliances by City)
    - Wellness/Mother's Room
    - Small mail, print, and office supply space (equipment by city)
    - (2) Enclave meeting space
    - (1) Medium meeting
    - (1) Large Meeting
    - (1) Breakroom shared with Community Space
- Standup table space
- Updated and expanded toilet rooms
- New staff entry and corridor with timeclocks and display boards
- Sound reflection mitigation via attenuation baffles, higher ceilings, and white noise
- Dedicated file storage (equipment by City)
- Permanent file storage located off corridor (equipment by City)

Community Space:

- ~6,000 SQFT TOTAL
    - Renovate existing canopy and vestibule
    - Add additional storefront for natural light

- ~1,000 SQFT
    - Toilet rooms
    - Breakroom, office use only
    - Kitchen, office use can flex to public use (appliances by City)

- ~5,000 SQFT - Multi-function space
    - Large storage for mobile equipment, chairs and tables, sports gear, portable partitions, etc. (all equipment, furniture, etc. by City)

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- New entry area with front desk and cubby storage area.
- Durable and versatile flooring, rubber sports floor, basis of design.
- Direct and indirect lighting for various activity types.
- Audio and Visual systems for lectures/presentations. Projectors, monitors, PA's. (equipment by City)

General notes on DPW renovation:

- City will carry separate budget for all work related to any asbestos / lead abatement, contaminated soils clean-up/remediation, landscaping, furniture, appliances, equipment, workstations, monitors, technology equipment, loose furnishings, play / sports, program related equipment.
- This plan assumes the reuse of Voice over IP (VOIP) phones, IT closet racking technology equipment with any associated servers, switches, customer provided computers, etc.

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City Hall

Mechanical:

Chiller & Pump Replacement:

Provide and install one (1) new 120 ton YLAA0120SJ46XFB Chiller per drawings PM 501 - 504

Scope

- Remove existing Trane chiller and dispose of per EPA guidelines in effect at the time of contract signing.
- Provide all hoisting, rigging, piping, insulation, needed for the chiller install.
- Provide and install (2) new chilled water system base mounted pumps.
- Install (2) new chilled water pumps Variable Frequency Drives (VFD).
- Provide and install (1) new glycol make up station.
- Provide electrical power needed for the new chiller & pumps per drawing EP101.
- Provide complete start up and check out of new equipment.
- Reuse existing expansion tank and air separator.
- Flushing of existing chilled water system.
- Cut & Cap chilled water lines going to the currently abandoned police Air Handling Unit.
- Water balance of chilled water system to set VFD speed.
- Chiller Warranty:
  - Compressor Parts and Labor Warranty: 78 Month (2-6 Year) from date of Shipment.
  - Entire Unit Parts & Labor Only Warranty: 66 Month (2-5 Year) (Months are from date of shipment/Years are from date of start up, whichever expires first).

Chiller Enclosure upgrade:

- Remove and dispose of existing lumber for the chiller enclosure wall and gate.
- Provide labor and material to fabricate and install a louvered metal wall section around a chiller only in areas that have existing wood.
- Provide labor and material to fabricate and install a louvered gate replacing existing wood gate.
- The new louvered wall panel & gate will be powder coated using a standard color.

Rebalance Heating Hot Water System:

Provide and install three (3) new 2-way valves in the hot water system per drawing PM101.

Scope

- Provide and install three (3) new 2-way bypass valves in the hot water system.
- Provide and install a new differential pressure (DP) sensor for the hot water system. Location determined by Johnson Controls prior to installation.
- Provide water balancing for the new 2-way valves as required.

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Controls:

Metasys Supervisory Server:

- Furnish and install Metasys ADS software (5 User) license and UI graphics on Customer provided Virtual Server Machine that meets JCI minimum server requirements.
- Provide and install Graphical user interface for each HVAC system and associated floor plans/area served.
- Integrate NEW and EXISTING digital controls into new server via Customer's (LAN/WAN) network. Network connectivity from Water Filtration Plant, City Hall and DPW building shall be provided and supported by Customer's IT department.

Metasys Network Architecture:

- Provide and install a new Supervisory Controller and 550 VA UPS panel.
- Provide and install new CAT6 ethernet cable from supervisory controller to Customer's network switch port provided by Customer.
- Provide and install BACnet MSTP wiring to integrate new DDC controls, new pump VFDs and new chiller.

Chiller Replacement:

- Provide and install new Metasys DDC controller panel in mechanical room.
- Provide and install BACnet integration cable to new air-cooled chiller.
- Provide chiller enable/disable, setpoint adjustment, status and alarm hardwire to chiller unit controls.
- Provide and install new chilled water supply temperature sensor and well.
- Provide and install new chilled water return temperature sensor and well.
- Provide CHWP VFD start/stop, status, setpoint and BACnet integration.
- Provide two (15HP) VFDS. VFDs fixed speed shall be established and set during balancing.

Hot Water Bypass Control:

- Provide and install new Metasys DDC controller panel in boiler mechanical room.
- Provide and wire three (3) new Bypass Control Valves as shown on PM101.
- Provide and wire one (1) new differential pressure sensor.
- Engineer to finalize sequence of operation as part of final construction drawings.
- Existing Boilers plant JCI FX controls shall be integrated to the new Metasys ADS server.

Air Handling Unit – Electric Valve Actuator Retrofit:

- Existing JCI FX controller panel shall remain.
- Provide and install (2) new Electric Actuator Retrofit Kit to replace existing pneumatic actuator for each of (2) AHU chilled water coil control valves.
- Provide conduit and wiring from existing DDC control panel to AHU CW Valves electric actuator.
- Existing AHU JCI FX controls shall be integrated to the new BAS server. Existing pneumatic transducers within control panels shall be removed.

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Building Envelope:

Door Sealing:

TYPE OF MEASURE:	Building Level	Quantity
Overhead Door to be sealed on 3 sides.	Basement	1 OH Door
Int. Door(s) to be weather-stripped & sealed.	Basement	4 Doors
Ext. Door(s) to be weather-stripped & sealed.	First	8 Doors

Door sealing materials consist of a heavy metal aluminum carrier, and strip of Q-lon which is a formed & angled sponge wrapped in vinyl. It's applied to the door frames, secured with screws, and caulked for added durability and air sealing through the carrier.

Window Replacement:

Turnkey replacement of 169 operable windows with energy efficient windows

- EFCO 2700 series windows.
- Thermally broken aluminum framing.
- Dark bronze anodized finish.
- Clear SN68 low-E insulated glass.
- 115 windows with 15-1/2" tall hopper style operable at bottom of window with fixed Upper.
- 54 windows with fixed upper and lower lite.
- Shop drawings included.
- 1 year labor and 10 year material warranty.
- Final Cleaning.
- Interior & Exterior perimeter caulking.
- Existing window coverings will be removed and reinstalled as required.

Domestic Water Retrofits:

- Dispose of removed equipment and waste materials.
- Clean-up at the end of each shift with vacuuming, dusting and trash removal.
- Furnish and install new or upgraded water components as listed in chart below.
- Clean up of job-related debris daily. Clean up and store tools and equipment daily and remove after installation and operational checkout.

Room Type	Type	Quantity	Retrofit	Retrofit Description
Restroom	FAUCET	20	Faucet - replace aerator	0.5 GPM Faucet Aerator
Restroom	URINAL	7	Urinal - retrofit valve kit	0.5 GPF Diaphragm Urinal Valve Kit
Restroom	WATER CLOSET	17	Toilet - retrofit valve kit	1.6 GPF Diaphragm Toilet Valve Kit
Restroom	WATER CLOSET	1	Toilet - full fixture replace (tank)	1.0 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl STD w/ Seat minus cover

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Water Filtration Plant:

Mechanical:

Boiler Replacement:

Provide and install two (2) new Lochinvar FBN3001 hot water boilers.PM001-PM503.

Scope

- Demolish one (1) existing boiler, piping, and dispose of demolished materials.
- Demolish two (2) existing base mounted system pumps.
- Remove vent breeching and cap at connection as needed in the mechanical room.
- New exhaust flues will be direct vent through per manufacturer specifications.
- Install two (2) new Lochinvar Crest FBN3001 boilers in same area where the existing boiler was removed.
- Provide and install hot water piping as required for a complete operating system.
- Provide and install two (2) new inline boiler pumps.
- Provide and install two (2) new base mounted system pumps.
- Provide and install gas piping to new boilers.
- Provide and install new venting per manufactures specifications.
- Provide and install new boiler combustion air intake location determined during final engineering.
- Furnish and install new drain piping with neutralizer from each boiler to existing floor drain.
- Provide and install pipe insulation on new hot water piping.
- Furnish and install weld lets and wells as required for the temperature controls.
- Provide and install a new floor mounted NLAP-815 expansion tank, FMX1-1-304 inline side stream filter, and 6RSN-6F air separator.
- Provide and install electrical wiring to new boilers including the demolition of the existing.
- Heating system water balance to set VFD fixed speed.
- Boiler room emergency stops as required.

Air Conditioning Updates:

Provide and install a new Samsung VRF system per PM-504.

Scope

- Demolish (3) existing Fan Coil units, associated condensing units, refrigerant piping, associated equipment, and dispose of demoed materials.
- Dispose of refrigerant per EPA guidelines in effect at the time of contract signing.
- Install (1) new Samsung Outdoor unit on the roof, (3) new Fan Coil Units (FCU) in the penthouse, and (1) new ceiling hung unit in the IT closet.
- Provide and install new refrigerant piping as required for a complete operating system.
- Provide and install (3) hot water coils with valve tied into the existing HW piping for each of the new FCUs.
- Provide and install new ductwork to connect the new FCUs to the existing ductwork.

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- Furnish and install new PVC drain piping from each FCUs to existing floor drain.
- Provide and install pipe insulation on all new piping as required.
- Provide and install electrical wiring to new Samsung VRF system including the demolition of the existing.
- Sealing wall/roof penetrations of old condensing units.
- Provide & install new standalone thermostats for new system control
- Startup and testing of system

Lab window film installation:

Scope

- Window glass being treated will be cleaned and washed as a normal part of the installation.
- Window Gaskets will remain in place as a normal part of the installation process.
- Normal measures will be included to protect any items exposed that can't be removed from the immediate area during the installation process.
- Provide & install Panorama Slate 10 (or similar) window film to the interior of (6) casement windows in Lab areas.

Exclusions:

- Any window coverings such as blinds, shutters, drapes must be removed or protected by the customer. Any item that is required to be removed by JCI will incur an additional charge.
- Any furniture that obstructs the installation area or access to the window within 3 feet of the glass must be removed by the customer. Furniture that is moved by JCI will incur an additional charge.
- Broken windows and doors will be brought to the attention of the customer for repair prior to the installation of the window film.
- Code issues, including, but not limited to, ADA are excluded from this project.

Controls:

Metasys Network Architecture:

- Provide and install a new Supervisory Controller and 550 VA UPS panel.
- Provide and install new CAT6 ethernet cable from supervisory controller to Customer’s network switch port provided by Customer.
- Provide and install BACnet MSTP wiring to integrate new DDC controls, pump VFDs and boilers.
- Integrate NEW digital controls into new server via Customer’s citywide network (WAN).

Boiler Plant Upgrade:

- Provide and install new Metasys DDC controller panel in mechanical room.
- Provide and install BACnet integration of boilers and VFDs
- Provide two (2) new boiler enable/disable, status, alarm and one (1) setpoint to the new boilers.

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- Provide one (1) existing boiler enable/disable, alarm and setpoint.
- Provide and install one (1) boiler hot water supply temp and well for the existing boiler.
- Provide and install outside air temperature located on north wall.
- Supply and install two temperature sensors to measure common system header supply/return temperatures. A separate HW supply temp sensor installed for one existing boiler. New boilers temperatures will be monitored via integration.
- Provide and install differential pressure sensor across boiler side stream water filter.
- Provide and install hot water differential pressure sensor.
- Provide and install two (2) HW Pump VFD start/stop, status, setpoint for each pump.
- Provide two (2) 20HP VFDs.
- Retrofit combustion air intake damper actuator wiring to reduce air intake per PM501 note 2.
- (2) New Inline Boiler Pumps shall be interlocked to run with respective boilers.
- New DDC controller Boiler HW temperature setpoint signal shall be inversely reset by DDC controller based on outside air temperature.
- One existing boiler to remain as backup only.

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Water Distribution:

Water Meter Replacement:

Water Utility Meter Improvements:

This measure will include the following:

- Replacement of select active small and intermediate water meters as defined below.
- Replacement of select active large water meters as defined below.
- Retrofit of select active large water meters as defined below.
- Installation of meters per manufacturer recommendation and AWWA M5, 5th edition or AWWA C7XX standards and guidelines.

Warranties:

One (1) year warranty on materials (excluding water meters and endpoints) and one (1) year workmanship beginning at the date of signoff for each route. Water meter and endpoint warranties commence upon date of shipment from the original equipment manufacturer. See Appendix 2 for a copy of manufacturers' warranties and extended warranties. This information will also be provided in the O&M manuals.

After the year-one material and labor warranty have expired, in subsequent years should there be a need to replace any defective meters still covered by the meter manufacturer's warranty, any labor associated with said warranty meter replacement shall be borne by the Customer and will not be the responsibility of JCI.

A. Small and Intermediate Water Meter Replacement and AMI System Installation

1. JCI shall remove seven thousand, three hundred and eleven (7,311) existing **5/8"x1/2"** water meters from service and shall install new **3/4"** Master Meter Sonata ultrasonic water meters with electronic registers that read in Cubic Feet. The new 3/4" meters shall have a 7.5" lay length (LL).

    a. Approximately six thousand, five hundred and eighty (6,580) of the existing 5/8" meters are located in basement/indoor sets. For these services, JCI shall:
        1. Remove the existing 5/8" × 1/2" water meter.
        2. Remove the existing 1/2" × 1/2" meter couplings.
        3. Install two (2) new 1/2" × 3/4" meter couplings.
            i. A.Y. McDonald No. 5124-093 or approved equivalent.
        4. Install the new 3/4" Master Meter Sonata with 7.5"LL and integrated Allegro AMI system endpoint
        5. Magnet swipe register logo until register face shows "8" magnet sensing
        6. JCI shall provide and install grounding clamps and a grounding wire at each service. One end of the wire shall be connected to metal pipe upstream of the new meter and the other end of the wire shall be connected to metal pipe downstream of the new meter.

    ***The existing meter set is assumed to contain ½"x ½" threaded meter couplings so no plumbing modifications are anticipated beyond the installation of the new ½"x ¾" meter couplings.**

    b. Approximately seven hundred and thirty-one (731) of the existing 5/8" meters are located in outdoor pits which are equipped with a yoke bar and expander. For these services, JCI shall:
        1. Remove the existing 5/8" × 1/2" water meter and yoke expander.
        2. Install a new 3/4" yoke expander
            i. A.Y. McDonald No. 5139-035 or approved equivalent.
        3. Install the new 3/4" Master Meter Sonata with 7.5"LL and integrated Allegro AMI system endpoint.

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4. Magnet swipe register logo until register face shows “8” magnet sensing

***The existing yoke bar shall remain in place and is assumed to be compatible with the new meter assembly.**

2. JCI shall remove one thousand, nine hundred and ninety-eight (1,998) existing 3/4” water meters from service and shall install new 3/4” Master Meter Sonata water meters with electronic registers that read in Cubic Feet. The new ¾” meters shall have a 7.5” lay length.

    a. Approximately one thousand, seven hundred and ninety-eight (1,798) of the existing ¾” meters are located in basement/indoor sets. For these services, JCI shall:
        a. Remove the existing ¾” water meter
        b. Install a 1.5” coupling to fill the gap between the existing 9”LL meter and the new 7.5”LL meter
            i. Ford Meter Box A23-NL or equivalent
        c. Install the new 3/4” Master Meter Sonata with 7.5”LL and integrated Allegro AMI system endpoint
        d. Magnet swipe register logo until register face shows “8” magnet sensing
        e. JCI shall provide and install grounding clamps and a grounding wire at each service. One end of the wire shall be connected to metal pipe upstream of the new meter and the other end of the wire shall be connected to metal pipe downstream of the new meter.

    b. Approximately two hundred (200) of the existing ¾” meters are located in outdoor pits which are equipped with a yoke bar and expander. For these services, JCI shall
        a. Remove the existing ¾” meter
        b. Install a new ¾” yoke expander
            i. A.Y. McDonald No. 5139-035 or approved equivalent
        c. Install the new 3/4” Master Meter Sonata with 7.5”LL and integrated Allegro AMI system endpoint
        d. Magnet swipe register logo until register face shows “8” magnet sensing

    ***The existing yoke bar shall remain in place and is assumed to be compatible with the new meter assembly.**

3. JCI shall remove two hundred and sixty-nine (269) existing 1” water meters from service and shall install new 1” Master Meter Sonata ultrasonic water meters with electronic registers that read in Cubic Feet.

    a. Approximately two hundred and forty-two (242) of the existing 1” meters are located in basement/indoor sets. For these services, JCI shall:
        a. Remove the existing 1” water meter
        b. Install the new 1” Master Meter Sonata water meter with 10.75”LL and integrated Allegro AMI system endpoint.
        c. Magnet swipe register logo until register face shows “8” magnet sensing
        d. JCI shall provide and install grounding clamps and a grounding wire at each service. One end of the wire shall be connected to metal pipe upstream of the new meter and the other end of the wire shall be connected to metal pipe downstream of the new meter.

    b. Approximately twenty-seven (27) of the existing 1” meters are located in outdoor pits which are equipped with a yoke bar and expander. For these services, JCI shall
        a. Remove the existing 1” meter
        b. Install the new 1” Master Meter Sonata meter with 10.75”LL and integrated Allegro AMI system endpoint
        c. Magnet swipe register logo until register face shows “8” magnet sensing

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***The existing yoke bar shall remain in place and is assumed to be compatible with the new meter assembly.**

4. JCI shall remove one hundred and forty-two (142) existing 1.5” water meters from service and shall install new 1.5” Master Meter Octave ultrasonic water meters with electronic registers that read in Cubic Feet.

    a. Approximately one hundred and twenty-eight (128) of the existing 1.5” meters are located in basement/indoor sets. For these services, JCI shall:
        a. Remove the existing 1.5” water meter
        b. Install the new 1.5” Master Meter Octave water meter
        c. Install a Master Meter Allegro AMI system endpoint on the outside wall of the residence or building.
        d. Connect the new Allegro AMI system endpoint to the new Octave meter using the included Nicor connector.

    b. Approximately fourteen (14) of the existing 1.5” meters are located in outdoor pits. For these services, JCI shall
        a. Remove the existing 1.5” meter
        b. Install the new 1.5” meter with 13”LL
        c. Install a new Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not or if there is no existing hole in the pit lid, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

    All meters are expected to have flanged connections. However, in the event that meters with screw connections are encountered, JCI shall convert the existing meter set to accept a meter with a flanged connection. The additional cost shall be handled via the Customer contingency.

5. JCI shall remove one hundred and eighty-eight (188) existing 2” water meters from service and shall install new 2” Master Meter Octave ultrasonic water meters with electronic registers that read in Cubic Feet.

    a. Approximately one hundred and sixty-nine (169) of the existing 2” meters are located in basement/indoor sets. For these services, JCI shall:
        a. Remove the existing 2” water meter
        b. Install the new 2” Master Meter Octave water meter
        c. Install a Master Meter Allegro AMI system endpoint on the outside wall of the residence or building.
        d. Connect the new Allegro AMI system endpoint to the new Octave meter using the included Nicor connector.

    b. Approximately nineteen (19) of the existing 2” meters are located in outdoor pits. For these services, JCI shall
        a. Remove the existing 2” meter
        b. Install the new 2” meter
        c. Install a new Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not or if there is no existing hole in the pit lid, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

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All meters are expected to have flanged connections. However, in the event that meters with screw connections are encountered, JCI shall convert the existing meter set to accept a meter with a flanged connection. The additional cost shall be handled via the customer contingency.

Approximately 75% of the existing 2” meters are expected to have a 17”LL per a meeting with Customer on January 21, 2026. For the remaining 25% of 2” meters which are expected to have a 10”LL, JCI shall provide and install a spool piece with a 7”LL as necessary to fill any gaps created from installing a new Master Meter Octave meter with a 10”LL at a location where the existing meter has a 17”LL.

B. Retrofit of Existing Small and Intermediate Water meters and AMI system Installation

There are no existing meters that will be retrofit as part of this project.

C. Large Water Meter Replacement, Improvements, and AMI System Installation

1) Account Number: 198050001
Customer Name: Denali Investors LLC
Service Address: 1266 E. Sherman Blvd
Existing Meter: 3” Sensus Omni T2
SN: 78172299
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

2) Account Number: 198233503
Customer Name: Quality Car Wash
Service Address: 1931 E. Sherman Blvd
Existing Meter: 3” Sensus Omni T23
SN: 828909233
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing spool piece located downstream of the existing meter (7”LL) and shall install a spool piece with a 12”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

3) Account Number: 198640001
Customer Name: West Michigan Renal Properties
Service Address: 1250 Mercy Dr.
Existing Meter: 3” Sensus Omni T2
SN: 71542219
Scope of Work: JCI shall remove the existing meter (19”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 7”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

4) Account Number: 199015101
Customer Name: Board of Education – Muskegon Middle School
Service Address: 480 Bennett St.

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Existing Meter: 3” Sensus Omni T2
SN: 91365671
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid and shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

5) Account Number: 199172501
Customer Name: Oakview School
Service Address: 1420 Madison St.
Existing Meter: 3” Metron Spectrum 175
SN: 15904279
Scope of Work: JCI shall remove the existing meter (11.75”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

6) Account Number: 199175001
Customer Name: Lake Woods Nursing & Rehabilitation
Service Address: 1684 Vulcan St.
Existing Meter: 3” Sensus Omni T2
SN: 83588822
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing spool piece located downstream of the existing meter (4.5”LL) and shall install a spool piece with a 9.5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

7) Account Number: 199221501
Customer Name: ADAC Plastic
Service Address: 2050 Port City Blvd.
Existing Meter: 3” Sensus Omni T2
SN: 88218771sScope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

8) Account Number: 199247502
Customer Name: Holy Trinity Comm Center
Service Address: 2140 Valley St
Existing Meter: 3” Metron Spectrum 175
SN: 11906671
Scope of Work: JCI shall remove the existing meter (11.75”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using

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the included Nicor connectors.

9) Account Number: 199262504
Customer Name: SRS Fiberglass Products LLC
Service Address: 1041 E. Keating Ave.
Existing Meter: 3” Sensus Omni T2
SN: 82792297
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid and shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

10) Account Number: 199272502
Customer Name: Hy-Lift Inc.
Service Address: 1185 E. Keating Ave.
Existing Meter: 3” Metron Spectrum 175
SN: 15911409
Scope of Work: JCI shall remove the existing meter (11.75”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

11) Account Number: 199286201
Customer Name: Lorin Industries
Service Address: 1960 Roberts St. E
Existing Meter: 3” Sensus Omni T2
SN: 88218772
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

12) Account Number: 199293400
Customer Name: Beacon Recycling
Service Address: 1241 Keating Ave. – Car Building
Existing Meter: 3” Sensus Omni T2
SN: 93760100
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

13) Account Number: 199308001
Customer Name: Honeywell International
Service Address: 1953 Harvey St. A
Existing Meter: 3” Sensus Omni T2

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SN: 91365670
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

14) Account Number: 199308501
Customer Name: Honeywell International
Service Address: 1953 S. Harvey St.
Existing Meter: Unknown
SN:
Scope of Work: JCI was not able to access this meter as part of the large meter survey efforts during project development. This meter will not be included in the project scope of work.

15) Account Number: 199342601
Customer Name: City of Roosevelt Park
Service Address: 1663 W. Sherman Blvd. - Plumbs
Existing Meter: 3” Neptune TruFlo
SN: 70372210
Scope of Work: This meter is not owned by the Customer and will not be part of JCI’s scope of work.

16) Account Number: 205312510
Customer Name: Allen Crossings LDHA LP
Service Address: 148 Allen Ave.
Existing Meter: 3” Sensus Omni T2
SN: 94337427
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

17) Account Number: 212100300
Customer Name: Trilogy Health Services LLC
Service Address: 60 Viridian Dr.
Existing Meter: 3” Sensus Omni T2
SN: 93760102
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

18) Account Number: 213061001
Customer Name: Berkshire Muskegon LDH Association LLC
Service Address: 275 W. Clay Ave
Existing Meter: 3” Sensus Omni T2
SN: 83425987
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave

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ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

19) Account Number: 214072501
Customer Name: First Congregational
Service Address: 1201 Jefferson St.
Existing Meter: 3” Metron Spectrum 175
SN: 15911392
Scope of Work: JCI shall remove the existing meter (11.75”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

20) Account Number: 214324001
Customer Name: Ten21 Apartments
Service Address: 1021 Jefferson St.
Existing Meter: 3” Sensus Omni T2
SN: 89214078
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

21) Account Number: 220000100
Customer Name: Sweetwater Development LLC
Service Address: 292 W. Western Ave
Existing Meter: 3” Sensus Omni T2
SN: 91379743
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

22) Account Number: 226002302
Customer Name: Trillium Amazon Owner, LLC
Service Address: 550 W. Western Ave
Existing Meter: 3” Sensus Omni T2
SN: 81775499
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

23) Account Number: 299015002
Customer Name: Muskegon Community College

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Service Address: 981 3rd St.
Existing Meter: 3” Sensus Omni T2
SN: 78229565
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

24) Account Number: 299050001
Customer Name: US Postal Service
Service Address: 800 First St.
Existing Meter: 3” Sensus Omni T2
SN: 85801692
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing spool piece located downstream of the meter with approximate 10”LL and install a spool piece with a 15”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

25) Account Number: 299086502
Customer Name: Hinman Co
Service Address: 700 Terrace Point Dr.
Existing Meter: 3” Sensus Omni T2
SN: 84213983
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing spool piece located downstream of the meter (7”LL) and shall install a spool piece with a 12”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

JCI shall install a 2” tap with ball valve on the new 12” spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

26) Account Number: 299087201
Customer Name: Shoreline Inn
Service Address: 750 Terrace Point Dr.
Existing Meter: 3” Sensus Omni T2
SN: 91258742
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

27) Account Number: 299123601
Customer Name: Nelson Place
Service Address: 381 W. Muskegon Ave.
Existing Meter: 3” Sensus Omni T2
SN: 89467545

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Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

28) Account Number: 299137502
Customer Name: 297 Clay Ave Condo
Service Address: 297 W. Clay Ave.
Existing Meter: 3” Sensus Omni T2
SN: 88926319
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

29) Account Number: 299144003
Customer Name: Muskegon County
Service Address: 155 E. Apple Ave. Dorm
Existing Meter: 3” Sensus Omni T2
SN: 81277282
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

30) Account Number: 299146103
Customer Name: Muskegon County
Service Address: 990 Terrace St.
Existing Meter: 3” Sensus Omni T2
SN: 77848918
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

31) Account Number: 299183301
Customer Name: Baker College of Muskegon
Service Address: 336 W. Clay Ave.
Existing Meter: 3” Sensus Omni T2
SN: 69411789
Scope of Work: JCI shall remove the existing meter (19”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 7”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

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32) Account Number: 299231501
Customer Name: Muskegon High School
Service Address: 80 Southern Ave. – Lawn A
Existing Meter: 3” Sensus Omni T2
SN: 91379744
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

33) Account Number: 311255001
Customer Name: Every Woman’s Place
Service Address: 1221 W. Laketon Ave.
Existing Meter: 3” Sensus Omni T2
SN: 84198117
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

34) Account Number: 386000001
Customer Name: Reese Park Lawn
Service Address: E. Forest Ave.
Existing Meter:
SN:
Scope of Work: This meter was unable to be located during JCI’s large meter survey efforts. This meter will not be included as part of this project.

35) Account Number: 386000501
Customer Name: Reese Park - Lawn
Service Address: Corner of Forest & Creston (GPS 43.223195, -86.210179)
Existing Meter: 3” Kamstrup FlowIQ 3101
SN: 26688169
Scope of Work: JCI shall remove the existing meter (12”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

36) Account Number: 386023002
Customer Name: City of Muskegon – Seyferth Park
Service Address: 2250 W. Sherman Blvd.
Existing Meter: 3” Sensus W-350
SN: 152970X
Scope of Work: JCI shall remove the existing meter (19”LL) and shall install a new 3” Master Meter Octave

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ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 7”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

37) Account Number: 388000301
Customer Name: Oakwood Cemetery
Service Address: Corner of Forest & McIlwrai
Existing Meter:
SN: Unknown
Scope of Work: JCI shall remove the existing meter (12”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

38) Account Number: 388013001
Customer Name: Oakwood Cemetery - Lawn
Service Address: Nims near Irwin (GPS 43.223342, -86.231828)
Existing Meter: 3” Sensus W-350
SN: 1465070
Scope of Work: JCI shall remove the existing meter (12”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

39) Account Number: 388014501
Customer Name: Restlawn Cemetery - Lawn
Service Address: 1400 Kenneth St.
Existing Meter: 3” Sensus W-350
SN: 1611431
Scope of Work: JCI shall remove the existing meter (19”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 7”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

40) Account Number: 388017301
Customer Name: Evergreen Cemetery
Service Address: E. Grand Ave (GPS 43.224877, -86.235738)
Existing Meter: 3” Sensus W-350
SN: 1478982

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Scope of Work: JCI shall remove the existing meter (19”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 7”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

41) Account Number: 388020501
Customer Name: Lakeside Cemetery
Service Address: 2101 Crozier Ave
Existing Meter: 3” Sensus Omni T2
SN: 93760101
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors

42) Account Number: 399005001
Customer Name: West Michigan Dock & Market
Service Address: Goodrich St. (GPS 43.235753, -86.259592)
Existing Meter: 3” Sensus Omni T2
SN: 88875742
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

43) Account Number: 399095001
Customer Name: Glenside School
Service Address: 1213 W. Hackley Ave.
Existing Meter: 3” Sensus Omni T2
SN: 78176354
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

44) Account Number: 399102004
Customer Name: New GLDC LLC
Service Address: 1940 Henry St.
Existing Meter: 3” Sensus Omni T2
SN: 83425986
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1)

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new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

45) Account Number: 399240501
Customer Name: Bunker Elementary School
Service Address: 2312 Denmark St. Lawn
Existing Meter: 3" Sensus W-350
SN: 5399263
Scope of Work: JCI shall remove the existing meter (12"LL) and shall install a new 3" Master Meter Octave ultrasonic water meter (12"LL) that reads in cubic feet. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

46) Account Number: 399285201
Customer Name: Hartshorn Holdings, LLC
Service Address: 1050 W. Western Ave.
Existing Meter: 3" Sensus Omni T2
SN: 85801691
Scope of Work: JCI shall remove the existing meter (17"LL) and shall install a new 3" Master Meter Octave ultrasonic water meter (12"LL) that reads in cubic feet. JCI shall install a spool piece with a 5"LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

47) Account Number: 399362001
Customer Name: Brunswick Bowling Products LLC
Service Address: 525 W. Laketon Ave.
Existing Meter: 3" Sensus Omni T2
SN: 78310346
Scope of Work: JCI shall remove the existing meter (17"LL) and shall install a new 3" Master Meter Octave ultrasonic water meter (12"LL) that reads in cubic feet. JCI shall install a spool piece with a 5"LL immediately downstream of the new water meter. JCI shall remove the existing meter pit lid and shall install a composite pit lid that is traffic rated. JCI shall mount one (1) new Master Meter Allegro AMI system endpoint on the underside of the new composite meter pit lid. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

48) Account Number: 399435100
Customer Name: Adelaide Point QOZB, LLC
Service Address: 901 Adelaide Circle
Existing Meter: 3" Sensus Omni T2
SN: 93760103
Scope of Work: JCI shall remove the existing meter (17"LL) and shall install a new 3" Master Meter Octave ultrasonic water meter (12"LL) that reads in cubic feet. JCI shall install a spool piece with a 5"LL immediately downstream of the new water meter. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

49) Account Number: 399436200
Customer Name: Adelaide Point QOZB, LLC
Service Address: 500 Adelaide Circle

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Existing Meter: 3” Master Meter Octave
SN: 23007526
Scope of Work: This service is brand-new and already has a Master Meter Octave meter with Master Meter Allegro AMI system endpoint. This meter will not be replaced as part of this project.

50) Account Number: 399550001
Customer Name: Parkland Properties of Michigan
Service Address: 930 Washington Ave
Existing Meter: 3” Sensus Omni T2
SN: 78229566
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

51) Account Number: 399970150
Customer Name: West Michigan Dock & Market Corp.
Service Address: 560 Mart St. – Tiki Hut
Existing Meter: 3” Sensus Omni T2 SN: 88875742sScope of Work: This meter was not surveyed during JCI’S large meter survey efforts. As such, this meter will not be included as part of this project.

52) Account Number: 120027502
Customer Name: Muskegon Christian School
Service Address: 1220 Eastgate St. (GPS 43.229904, -86.219085)
Existing Meter: 3” Sensus Omni T2
SN: 86760821
Scope of Work: JCI shall remove the existing meter (17”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall install a spool piece with a 5”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

53) Account Number: Unknown
Customer Name: Muskegon Schools
Service Address: Amity (GPS 43.236398, -86.216433)
Existing Meter: 3” Metron Spectrum 175
SN: 1515205
Scope of Work: JCI shall remove the existing meter (11.75”LL) and shall install a new 3” Master Meter Octave ultrasonic water meter (12”LL) that reads in cubic feet. JCI shall remove the existing Master Meter endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

54) Account Number: 199012501
Customer Name: City of Muskegon – Parks (Beukema Park)
Service Address: 480 Bennett St.
Existing Meter: 4” Sensus W-1000
SN: Unknown

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Scope of Work: JCI shall remove the existing meter (23”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 9”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

55) Account Number: 199018001
Customer Name: Village of the Oaks
Service Address: 1740 Village Dr.
Existing Meter: 4” Kamstrup FlowIQ 3101
SN:
Scope of Work: JCI shall remove the existing meter (14”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

56) Account Number: 199047501
Customer Name: Muskegon Community College
Service Address: 221 Quarterline Rd.
Existing Meter: 4” Sensus Omni T2
SN: 83588821
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

57) Account Number: 199145001
Customer Name: Board of Education – Steel Elementary School
Service Address: 1150 Amity Ave
Existing Meter: 4” Metron Spectrum 175
SN: 15908166
Scope of Work: This building is scheduled for demolition and will not be replaced as part of this project.

58) Account Number: 199162501
Customer Name: Muskegon Maritime Academy
Service Address: 571 E. Apple Ave.
Existing Meter: 4” Sensus Omni T2
SN: 82524224
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors. a JCI shall install a 2” tap with ball valve on the new 6” spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

59) Account Number: 199177501
Customer Name: Lake Woods Nursing & Rehabilitation

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Service Address: 1776 Vulcan St.
Existing Meter: 4” Sensus Omni T2
SN: 89611499
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install a metal or wooden post in the grass area next to the vault. JCI shall mount an Allegro AMI system endpoint on the newly installed post. JCI shall bore a hole through the side of the meter vault and shall run the register cable underground from the existing vault to the newly installed post where the new endpoint is located. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

JCI shall install a 2” tap with ball valve, on the new 6” spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

60) Account Number: 199225907
Customer Name: Essex Property
Service Address: 2121 Latimer Dr.
Existing Meter: 4” Sensus Omni C2
SN: 78327251
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

JCI shall install a 2” tap with ball valve on the new 6” spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

61) Account Number: 199230006
Customer Name: ADAC
Service Address: 2653 Olthoff Dr.
Existing Meter: 4” Sensus Omni T2
SN: 80606892
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

62) Account Number: 199237001
Customer Name: McAuley Place
Service Address: 1380 E. Sherman Blvd.
Existing Meter: 4” Sensus Omni T2
SN: 91365672
Scope of Work: This building is vacant and will not be replaced as part of this project.

63) Account Number: 199237501

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Customer Name: Trinity Health
Service Address: 1500 E. Sherman Blvd.
Existing Meter: 4” Sensus Omni T2
SN: 84610812
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install a metal or wooden post in the grass area on the side of the road next to the vault. JCI shall mount an Allegro AMI system endpoint on the newly installed post. JCI shall bore a hole through the side of the meter vault and shall run the register cable underground from the existing vault to the newly installed post where the new endpoint is located. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

64) Account Number: 199240002
Customer Name: Trinity Health Hospital
Service Address: 1560 E. Sherman Blvd.
Existing Meter: 4” Sensus Omni T2
SN: 84610812
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

65) Account Number: 199272402
Customer Name: Hy-Lift Inc.
Service Address: 1185 E. Keating Ave.
Existing Meter: 4” Metron Spectrum 260
SN: 17908110
Scope of Work: JCI shall remove the existing meter (13.75”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall relocate the existing plate strainer so that it is located downstream of the new meter. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

66) Account Number: 199285601
Customer Name: Lorin Industries
Service Address: 1960 Roberts St.
Existing Meter: 4” Sensus Omni T2
SN: 87958455
Scope of Work: JCI shall remove the existing meter (23”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 9”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

JCI shall also install a 2” tap with ball valve on the new 9” spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

67) Account Number: 199304003

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Customer Name: BTM Holdings
Service Address: 2051 S. Harvey St.
Existing Meter: 4” Sensus Omni C2
SN: 78364452
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

68) Account Number: 199349001
Customer Name: Muskegon Area Interm.
Service Address: 200 Harvey St.
Existing Meter: 4” Metron Spectrum 260
SN: 17908108
Scope of Work: JCI shall remove the existing meter (13.75”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

69) Account Number: 199540001
Customer Name: Muskegon SC Holdings, LLC
Service Address: 1400 Mercy Dr.
Existing Meter: 4” Sensus Omni T2
SN: 69892754
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

70) Account Number: 212281002
Customer Name: Muskegon Convention Center LLC
Service Address: 460 W. Western Ave.
Existing Meter: 4” Sensus Oni T2
SN: 85938849
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

71) Account Number: 299003002
Customer Name: City of Muskegon – Ice Arena
Service Address: 955 4th St.
Existing Meter: 4” Sensus Omni T2
SN: 80606893
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

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72) Account Number: 299008005
Customer Name: Parkland Acquisition Two, LLC
Service Address: 939 3rd St.
Existing Meter: 4” Sensus Omni T2
SN: 82524221
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

73) Account Number: 299086002
Customer Name: Hinman Co.
Service Address: 316 Morris Ave
Existing Meter: 4” Sensus Omni T2
SN: 89409507
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

74) Account Number: 299105001
Customer Name: Frontier Comm
Service Address: 860 Terrace St.
Existing Meter: 4” Sensus Omni T2
SN: 86924756
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

75) Account Number: 299111003
Customer Name: Webster Devcore LLC
Service Address: 221 W. Webster
Existing Meter: 4” Sensus Omni T2
SN: 84198115
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

76) Account Number: 299144702
Customer Name: Muskegon County
Service Address: 131 E. Apple Ave.
Existing Meter: 4” Sensus Omni T2
SN: 83588820
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately

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downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

77) Account Number: 299145501
Customer Name: Hartford Terrace
Service Address: 1080 Terrace St.
Existing Meter: 4" Sensus Omni T2
SN: 83944754
Scope of Work: JCI shall remove the existing meter (20"LL) and shall install a new 4" Master Meter Octave ultrasonic water meter (14"LL) that reads in cubic feet. JCI shall install a spool piece with a 6"LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

78) Account Number: 299146001
Customer Name: Muskegon County
Service Address: 9960 Terrace St.
Existing Meter: 4" Sensus Omni T2
SN: 89409508
Scope of Work: JCI shall remove the existing meter (20"LL) and shall install a new 4" Master Meter Octave ultrasonic water meter (14"LL) that reads in cubic feet. JCI shall install a spool piece with a 6"LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

JCI shall install a 2" tap with ball valve on the new 6" spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

79) Account Number: 299147003
Customer Name: Bayview Tower
Service Address: 864 Spring St.
Existing Meter: 4" Sensus Omni T2
SN: 83425988
Scope of Work: JCI shall remove the existing meter (20"LL) and shall install a new 4" Master Meter Octave ultrasonic water meter (14"LL) that reads in cubic feet. JCI shall install a spool piece with a 6"LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

80) Account Number: 299183001
Customer Name: Muskegon Retirement Apartments
Service Address: 1077 Jefferson St.
Existing Meter: 4" Sensus Omni C2
SN: 77392710
Scope of Work: JCI shall remove the existing meter (20"LL) and shall install a new 4" Master Meter Octave ultrasonic water meter (14"LL) that reads in cubic feet. JCI shall install a spool piece with a 6"LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75" hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

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81) Account Number: 299215201
Customer Name: Hackley Professional Centere
Service Address: 1675 Leahy St.
Existing Meter: 4" Sensus Omni T2
SN: 84521967
Scope of Work: JCI shall remove the existing meter (20"LL) and shall install a new 4" Master Meter Octave ultrasonic water meter (14"LL) that reads in cubic feet. JCI shall install a spool piece with a 6"LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

82) Account Number: 299215500
Customer Name: Muskegon Public Schools – Middle School
Service Address: 1700 Clinton St.
Existing Meter: 4" Sensus Omni T2
SN: 93295888
Scope of Work: JCI shall remove the existing meter (20"LL) and shall install a new 4" Master Meter Octave ultrasonic water meter (14"LL) that reads in cubic feet. JCI shall install a spool piece with a 6"LL immediately downstream of the new water meter. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

83) Account Number: 299247601
Customer Name: Muskegon Senior HS
Service Address: 80 W. Southern Ave.
Existing Meter: 4" Sensus Omni T2
SN: 77984720
Scope of Work: JCI shall remove the existing meter (20"LL) and shall install a new 4" Master Meter Octave ultrasonic water meter (14"LL) that reads in cubic feet. JCI shall install a spool piece with a 6"LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

84) Account Number: 299250001
Customer Name: Muskegon HS Gym/Library
Service Address: 80 Southern Ave.
Existing Meter: 4" Sensus Omni T2
SN: 82524225
Scope of Work: JCI shall remove the existing meter (23"LL) and shall install a new 4" Master Meter Octave ultrasonic water meter (14"LL) that reads in cubic feet. JCI shall install a spool piece with a 9"LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

85) Account Number: 299258101
Customer Name: Board of Education
Service Address: Corner of 5th and Grand (GPS 43.225549, -86.248099)
Existing Meter: 4" Sensus Omni T2
SN: 84632768
Scope of Work: JCI shall remove the existing meter (20"LL) and shall install a new 4" Master Meter Octave

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ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

86) Account Number: 386001001
Customer Name: Smith Playfield Bathroom
Service Address: Corner of Sumner & Marshall (GPS 43.242163, -86.231639)
Existing Meter: 4” Sensus Omni T2
SN: 89409509
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

87) Account Number: 386015001
Customer Name: Sheldon Park
Service Address: 1059 Isabella Ave.
Existing Meter: 4” Sensus Omni T2
SN: 90401023
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid and shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

88) Account Number: 387000501
Customer Name: Fisherman’s Landing
Service Address: E. Western Ave.
Existing Meter: 4” Sensus Omni T2
SN: 83403895
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid and shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

89) Account Number: 394000501
Customer Name: Village at Park Terrace
Service Address: 1350 W. Hackley Ave.
Existing Meter: 4” Sensus Omni T2
SN: 85938848
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

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JCI shall install a 2” tap with ball valve on the new 6” spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

90) Account Number: 399058001
Customer Name: Catholic Central
Service Address: 1851 Barclay St.
Existing Meter: 4” Sensus Omni T2
SN: 82184894
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

91) Account Number: 399237104
Customer Name: Bel Air Estates MHP, LLC
Service Address: 2481 W. Sherman Blvd.
Existing Meter: 4” Master Meter Octave
SN: 24002178
Scope of Work: This meter has already been replaced with a Master Meter Octave and upgraded to an Allegro AMI system endpoint and will not be replaced as part of this project.

92) Account Number: 399240001
Customer Name: Board of Education – Bunker Elementary School
Service Address: 2312 Denmark St.
Existing Meter: 4” Sensus Omni T2
SN: 93341551
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

93) Account Number: 399246001
Customer Name: Harbour Towne Marina Association
Service Address: 3429 Fulton St. Marina
Existing Meter: 4” Sensus Omni T2
SN: 77848971
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

94) Account Number: 399255501
Customer Name: Muskegon Country Club
Service Address: 2801 Lakeshore Dr.
Existing Meter: 4” Sensus Omni T2
SN: 83403894
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately

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downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

95) Account Number: 399272503
Customer Name: 1161 W. Southern Ave, LLC
Service Address: 1161 W. Southern Ave.
Existing Meter: 4” Sensus Omni T2
SN: 82890924
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

96) Account Number: 399295801
Customer Name: Boys & Girls Club
Service Address: 900 W. Western Ave.
Existing Meter: 4” Sensus Omni T2
SN: 82184893
Scope of Work: JCI shall remove the existing meter (20”LL) and shall install a new 4” Master Meter Octave ultrasonic water meter (14”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

97) Account Number: 399307501
Customer Name: Moon School
Service Address: 550 W. Grand Ave. (GPS 43.227303, -86.257848)
Existing Meter: 4” Sensus W-1000
SN: Unknown
Scope of Work: This meter is not owned by the Customer and will not be replaced as part of this project.

98) Account Number: 199015504
Customer Name: OHAT-1 LLC/OHAT-2 LLC
Service Address: 1000 Marquette Ave.
Existing Meter: 6” Sensus Omni T2
SN: 97610846
Scope of Work: JCI shall remove the existing meter (24”LL) and shall install a new 6” Master Meter Octave ultrasonic water meter (18”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

99) Account Number: 199016001
Customer Name: Carriage House
Service Address: 1930 Carriage Rd.
Existing Meter: 6” Sensus Omni T2
SN:

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Scope of Work: JCI shall remove the existing meter (24”LL) and shall install a new 6” Master Meter Octave ultrasonic water meter (18”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

100) Account Number: 199040003
Customer Name: Muskegon County
Service Address: 1903 Marquette Ave.
Existing Meter: 6” Sensus Omni T2
SN: 85813463
Scope of Work: JCI shall remove the existing meter (24”LL) and shall install a new 6” Master Meter Octave ultrasonic water meter (18”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

101) Account Number: 199050001
Customer Name: Muskegon Community College
Service Address: 221 Quarterline Rd.
Existing Meter: 6” Sensus Omni T2
SN: 79599753
Scope of Work: JCI shall remove the existing meter (24”LL) and shall install a new 6” Master Meter Octave ultrasonic water meter (18”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

102) Account Number: 199237201
Customer Name: Trinity Health Hospitals
Service Address: 1500 E. Sherman Blvd.
Existing Meter: 6” Sensus Omni T2
SN: 80051330
Scope of Work: JCI shall remove the existing meter (24”LL) and shall install a new 6” Master Meter Octave ultrasonic water meter (18”LL) that reads in cubic feet. JCI shall install a spool piece with a 6”LL immediately downstream of the new water meter. JCI shall remove the existing Sensus endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

JCI shall also install a 2” tap with ball valve on the new 6” spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

103) Account Number: 199286501
Customer Name: Lorin Industries
Service Address: 1960 Roberts St.
Existing Meter: 6”
SN:
Scope of Work: This meter is not owned by the Customer and will not be replaced as part of this project.

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104) Account Number: 199339001
Customer Name: Renk America
Service Address: 76 Getty St.
Existing Meter: 6” Metron Enduro
SN: Unknown
Scope of Work: This meter is not owned by the Customer and will not be replaced as part of this project.

105) Account Number: 199339001
Customer Name: Renk America
Service Address: 76 Getty St.
Existing Meter: 6” Neptune HPT
SN: Unknown
Scope of Work: This meter is not owned by the Customer and will not be replaced as part of this project.

106) Account Number: 199339101
Customer Name: Renk America
Service Address: 76 Getty St.
Existing Meter: 6” Neptune HPT
SN: Unknown
Scope of Work: This meter is not owned by the Customer and will not be replaced as part of this project.

107) Account Number: 199339101
Customer Name: Renk America
Service Address: 76 Getty St.
Existing Meter: 6” Neptune HPT
SN: Unknown
Scope of Work: This meter is not owned by the Customer and will not be replaced as part of this project.

108) Account Number: 199347501
Customer Name: Township of Muskegon
Service Address: E. Keating Ave – Twp. 59 (GPS 43.216052, -86.211352)
Existing Meter: 6” Metron Enduro
SN: 1482121
Scope of Work: JCI shall remove the existing meter (22”LL) and shall install a new 6” Master Meter Octave ultrasonic water meter (18”LL) that reads in cubic feet. JCI shall install a spool piece with a 4”LL immediately downstream of the new water meter. JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid and shall install one (1) new Master Meter Allegro AMI system endpoint, through the existing meter pit lid. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

109) Account Number: 199347501
Customer Name: Township of Muskegon
Service Address: E. Keating Ave – Twp. 59 (GPS 43.216052, -86.211352)
Existing Meter: 6” Metron Enduro
SN: 1492121

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Scope of Work: JCI shall remove the existing meter (22”LL) and shall install a new 6” Master Meter Octave ultrasonic water meter (18”LL) that reads in cubic feet. JCI shall install a spool piece with a 4”LL immediately downstream of the new water meter. JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid and shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

110) Account Number: 299215401
Customer Name: Hackley Community Care Center
Service Address: 1550 Clinton St.
Existing Meter: 6” Metron Spectrum 440
SN: 19910224
Scope of Work: JCI shall remove the existing meter (17.75”LL) and shall install a new 6” Master Meter Octave ultrasonic water meter (18”LL) that reads in cubic feet. JCI shall remove the existing Allegro endpoint and shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

111) Account Number: 380000001
Customer Name: City Hall Building
Service Address: 933 Terrace St.
Existing Meter: 6” Sensus Omni T2
SN: 79730213
Scope of Work: This meter was replaced in March 2026 and was upgraded to a Master Meter Octave with Master Meter Allegro AMI system endpoint. This meter will not be replaced as part of this project.

112) Account Number: 385000001
Customer Name: Public Service Building
Service Address: 1350 E. Keating Ave.
Existing Meter: 6” Master Meter Octave
SN: 25000720
Scope of Work: This meter has already been replaced and upgraded to a Master Meter Octave with Master Meter Allegro AMI system endpoint. This meter will not be replaced as part of this project.

113) Account Number: 199230701
Customer Name: Northern Biomedical Research
Service Address: 2725 Olthoff Dr.
Existing Meter: 8” Master Meter Octave
SN: 23005737
Scope of Work: This meter has already been replaced and upgraded to a Master Meter Octave with Master Meter Allegro AMI system endpoint. This meter will not be replaced as part of this project.

114) Account Number: 199340001
Customer Name: City of Roos Park
Service Address: W. Sherman Blvd. (GPS 43.205478, -86.283218)8
Existing Meter: 8” Master Meter Octave
SN: 23000772
Scope of Work: This meter has already been replaced and upgraded to a Master Meter Octave with Master Meter Allegro AMI system endpoint. This meter will not be replaced as part of this project.

115) Account Number: 199350001

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Customer Name: City of North Muskegon
Service Address: 1502 Ruddiman St.
Existing Meter: 8” Sensus Omni T2
SN: 94109990
Scope of Work: JCI shall remove the existing meter and plate strainer (30.125”LL) and shall install a new 8” Master Meter Octave ultrasonic water meter (20”LL) that reads in cubic feet. JCI shall install a spool piece with a 10.125”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

116) Account Number: 199340201
Customer Name: City of Roos Park
Service Address: W. Sherman Blvd (GPS 43.205192, -86.263274)
Existing Meter: 10” Sensus Omni T2
SSN: 84829303S
Scope of Work: JCI shall remove the existing meter and plate strainer (41.125”LL) and shall install a new 10” Master Meter Octave ultrasonic water meter (17.75”LL) that reads in cubic feet. JCI shall install a spool piece with a 23.375”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint in the meter pit. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

117) Account Number: 399348001
Customer Name: County Northside Water
Service Address: 44 Ottawa St.
Existing Meter: 10” Yokogawa Admag AXF 250C
SSN: S5G606842S
Scope of Work: JCI shall install one (1) SCADAmetrics Encodalizer PTE device near the existing meter. JCI shall connect the pulse output from the remote display – specifically the DO- and DO+ terminals – of the existing meter to the input of the PTE device. JCI shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building and shall connect the new Master Meter AMI system endpoint to the output of the SCADAmetrics Encodalizer PTE device.

118) Account Number: 199347401
Customer Name: Township of Muskegon
Service Address: Harvey St. Twp. (GPS 43.210596, -86.205868)
Existing Meter: 12” Sensus Propeller
SN: 92589085
Scope of Work: JCI shall remove the existing meter (28”LL) and shall install a new 12” Master Meter Octave ultrasonic water meter (19.75”LL) that reads in cubic feet. JCI shall install a spool piece with a 8.25”LL immediately downstream of the new water meter. JCI shall install a metal or wooden post in the grass area nearby the existing meter vault. JCI shall mount an Allegro AMI system endpoint on the newly installed post. JCI shall bore a hole through the side of the meter vault and shall run the register cable underground from the existing vault to the nearby post where the new endpoint is located. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

119) Account Number: 199347601

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Customer Name: Township of Muskegon
Service Address: 99 Quarterline Rd.
Existing Meter: 12” Sparling FM657
SN: M075070905
Date of Manufacture: 2005
Scope of Work: JCI shall install one (1) SCADAmetrics Encodalizer PTE device on the support posts for the existing Sparling TigerMag remote display near the existing meter. JCI shall connect the digital pulse output from the remote display – terminal block J6, ports 3 & 4 – of the existing meter to the input of the PTE device. JCI shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building and shall connect the new Master Meter AMI system endpoint to the output of the SCADAmetrics Encodalizer PTE device.

120) Account Number: 199347701
Customer Name: Township of Muskegon
Service Address: 1701 Stebbins Rd.
Existing Meter: 12” Siemens OCM3
SN: Unknown
Scope of Work: This meter is not owned by the Customer and will not be replaced as part of this project.

121) Account Number: 199352501
Customer Name: Department of Corrections
Service Address: 2400 S. Sheridan Rd.
Existing Meter: 12” Hersey MFM
SN: 70044422
Scope of Work: JCI shall remove the existing meter (68”LL) and shall install a new 12” Master Meter Octave ultrasonic water meter (19.75”LL) that reads in cubic feet. JCI shall install a spool piece with a 48.25”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

122) Account Number: 199352801
Customer Name: Department of Corrections
Service Address: 2900 Olthoff Dr.
Existing Meter: 12” Hersey MFM
SN: 91963134
Scope of Work: JCI shall remove the existing meter (68”LL) and shall install a new 12” Master Meter Octave ultrasonic water meter (19.75”LL) that reads in cubic feet. JCI shall install a spool piece with a 48.25”LL immediately downstream of the new water meter. JCI shall install one (1) new Master Meter Allegro AMI system endpoint through the existing meter pit lid. JCI may use the existing hole in the pit lid if the hole is of sufficient size. If it is not, JCI shall cut/bore/burn/drill a 1.75” hole through the existing meter pit lid in order to facilitate the installation of the new Allegro endpoint. JCI shall remove and dispose of the existing endpoint. JCI shall connect the new Master Meter AMI system endpoint to the new Master Meter Octave using the included Nicor connectors.

JCI shall install a 2” tap with ball valve on the new 48.25” spool piece located immediately downstream of the new meter in order to facilitate future meter accuracy testing.

123) Account Number: 323068200
Customer Name: Muskegon County

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Service Address: 1465 Beach St.
Existing Meter: 12” Emerson Rosemount 8750
SN: 21230345
Scope of Work: JCI shall install one (1) SCADAmetrics Encodalizer PTE device within the confines of the existing electrical cabinet which houses the remote display for the existing meter. JCI shall connect the pulse output from the remote display – terminals 5 and 6 – of the existing meter to the input of the PTE device. JCI shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the existing electrical cabinet and shall connect the new Master Meter AMI system endpoint to the output of the SCADAmetrics Encodalizer PTE device.

124) Account Number: 199347601
Customer Name: Township of Muskegon
Service Address: 99 Quarterline Rd.
Existing Meter: Fuji Ultrasonic Strap-On
SN: Unknown
Scope of Work: This meter is not owned by the Customer and will not be included in JCI’s scope of work for this project.

125) Account Number: 399900001
Customer Name: West Michigan Regional Water
Service Address: 1900 Beach St.
Existing Meter: 36” Yokogawa
SN: Unknown
Scope of Work: JCI shall install a SCADAmetrics Encodalizer PTE device on the support posts for the existing Yokogawa remote display. JCI shall connect the pulse output from the remote display of the existing meter to the input of the PTE device. JCI shall install one (1) new Master Meter Allegro AMI system endpoint on the outside wall of the building and shall connect the new Master Meter AMI system endpoint to the output of the SCADAmetrics Encodalizer PTE device.

126) Account Number: 199228501
Customer Name: Mich Con
Service Address: 2359 Olthoff Dr.
Existing Meter: Unknown
SN: Unknown
Scope of Work: JCI was not able to access this meter as part of the large meter survey efforts during project development. This meter will not be included in the project scope of work.

127) Account Number: 199308502
Customer Name: Solstice Advanced Materials US
Service Address: 1953 S. Harvey St.
Existing Meter: Unknown
SN: Unknown
Scope of Work: JCI was not able to access this meter as part of the large meter survey efforts during project development. This meter will not be included in the project scope of work.

128) Account Number: 399900001
Customer Name: West Michigan Regional Water
Service Address: 1900 Beach St.
Existing Meter: Unknown
SN: Unknown
Scope of Work: JCI was not able to access this meter as part of the large meter survey efforts during project development. This meter will not be included in the project scope of work.

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D. Large Water Meters that are Omitted from the Project

1) The following meters were not photographed or documented due to their being identified as a fireline meter in the billing system data that was provided by the Customer to JCI and, as a result, will not be included in this project:

Account Number	Customer Name	Address
800272503	1161 W SOUTHERN AVE LLC	1161 W SOUTHERN AVE FIRE
800217503	FLEET ENGINEERING	1895 PORT CITY BLVD
800286002	LORIN INDUSTRIES	1960 ROBERTS ST FIREB
800222502	JOHNSON TECH INC	2034 LATIMER DR FIRELI
800221002	ADAC PLASTIC INC	2050 PORT CITY BLVD
800227004	LAKESIDE SURFACES INC	2265 BLACK CREEK RD
800243002	ABC SUPPLY COMPANY	2285 ROBERTS ST
800275001	BERKSHIRE MUSKEGON LDH ASSOC LLC	275 W CLAY AVE FIRE
800210077	STRANDBERG CLARE	974 PINE ST FIRELINE
800129804	WEST VILLAGE MALL	HENRY ST

2) The following meters were photographed and documented during JCI's large meter survey efforts in October 2025. However, per direction from the Customer during a meeting on December 9, 2025, JCI will not replace or upgrade these meters to AMI:

Account Number	Customer Name	Address
198229202	KAMP TRUST	2304 OLTHOFF DR
199016401	GLEN OAKS	410 GLEN OAKS DRIVE
199016601	GLEN OAKS	410 GLEN OAKS DRIVE
199016601	GLEN OAKS	410 GLEN OAKS DRIVE
199245702	AMERICAN CHEMICAL SOLUTIONS	1221 E BARNEY AVE ACT5
199246002	AMERICAN CHEMICAL SOLUTIONS LLC	1221 E BARNEY AVE A
199304301	MAHLE INDUSTRIES INC	2051 S HARVEY ST
199900001	WEST MICHIGAN REGIONAL WATER	2615 BLACK CREEK RD
399308001	BD OF EDUCATION	550 W GRAND AVE NELSON
399309001	BD OF EDUCATION	550 W GRAND AVE POOL
406230001	CHRISTIAN RETIREMENT HOME	1480 MCLAUGHLIN AVE
406250003	APPLE VENTURES, LLC	1501 APPLE AVE

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GENERAL SCOPE OF WORK:

1) Customer shall be responsible for reading water utility meters using the existing Master Meter Allegro AMI system network or by using the existing handhelds/mobile AMR system until acceptance plan steps are completed for the water meter installation. This includes any updates to firmware, software, or hardware that is required to read and operate the new water meters.
2) The parties acknowledge that Customer has an existing Master Meter Allegro AMI system – the infrastructure for which has already been installed by Customer
    a. JCI shall provide list of endpoints not reporting on biweekly basis for analysis to determine if customer will need to install additional infrastructure or modify original specified equipment.
    b. JCI's services and Work hereunder do not include remedying any deficiencies in the AMI System (whether or not identified pursuant to JCI's analysis), and Customer acknowledges that it has sole responsibility to address any deficiencies with the AMI System.
    c. Customer acknowledges that JCI is bears no responsibility for the read rate performance of the AMI System including all related components such as towers, endpoints, and the communication of the meter data from the endpoint to the existing AMI network.
3) For locations where JCI has made the first attempt to install a 5/8" x ¾" meter but is unable to do so, JCI shall attempt to install a 5/8" x ½" meter. JCI shall notify the customer of locations where 5/8" x ½" meters have been installed vs. a 5/8"x3/4" meter. If a 5/8" x ½" meter cannot be installed, JCI will not perform work and notify the customer regarding locations where additional plumbing is required outside of what is specified above for the indicated meter size. Customer will provide JCI on next steps.
4) JCI shall document the end user account number, service address, existing serial number and size, and the final reading from the existing register and outside meter.
5) For new water utility meters, JCI shall document the serial number, meter size, GPS Coordinates, initial register reading, endpoint radio transmitter serial number, and meter register ID# (if applicable).
6) JCI shall document GPS coordinates to within a 3-5m (10-15 ft) radius for all meter service locations.
7) JCI shall provide and install couplings, connectors, gaskets, and accessories as required excluding shut off valves (unless otherwise noted in the scope of work above).
8) Customer acknowledges that the flow characteristics of the Master Meter Sonata 5/8"x3/4" meter and the ¾"S Sonata meter are identical.
9) Customer has selected the A.Y. McDonald No. 5124-093 coupling, A.Y. McDonald No. 5139-035 coupling, and Ford Meter Box A23-NL for use on this project at the locations specified in section A above. Any deviation from these specifications, either due to Customer request or due to field conditions that did not match expected specifications, shall be Customer's financial responsibility and shall be handled via a change order and/or the Customer contingency.
10) JCI shall provide and install new register cable for all meter replacements and retrofits, where applicable.
11) Manufacturer product warranties will be transferred directly to the Customer upon installation completion.
12) The Customer has selected the Master Meter Sonata ultrasonic meter with integrated Allegro AMI system endpoint for meter sizes 1" and smaller and the Master Meter Octave ultrasonic meter for intermediate and select large meter accounts for this project.
13) The Customer previously selected the Master Meter Allegro AMI system prior to project development and has installed the necessary infrastructure in accordance with the AMI system propagation study that was provided to Customer prior to this project development. JCI shall not be responsible for additional infrastructure that may be required to obtain meter reads.
14) Quantities of active accounts and conditions are based upon information provided to JCI by the Customer on March 6, 2026 and the JCI large water meter survey from October 27-November 7, 2025. This information shall be considered to form the database of record and is attached to this Agreement as Appendix 3. Any new material leftover after the completion of the project will be turned over to the Customer to be used as bench stock.
15) Customer's utility reads in units of cubic feet per an email received by the Customer on October 30, 2025.

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16) JCI does not accept responsibility for existing conditions of the water distribution system that affects JCI's ability to complete the Work and may require additional compensation.
17) Customer will accept ownership of meters which are removed during project implementation and is responsible for disposing of these meters in a safe, responsible manner. Removed meters are the property of the Customer and will be placed in a mutually agreed upon storage location.
18) JCI shall be responsible for coordinating installation activities with both the end user and the Customer.
19) JCI shall provide digital photographs of meter installations included in this improvement measure. The photographs shall include the final register reading on meters just prior to their retrofit or replacement.
20) JCI shall provide an flat file for input of meter data from field installer handhelds to the existing billing system.

Meter Installation and Route Acceptance Procedures

1) JCI completes the utility meter installations within a specified route.
2) JCI provides the Customer with a substantial completion notification for the route. This is the method to inform the Customer that the installation is substantially complete for this route and that it is ready for inspection. The Substantial Completion Document should be prepared when the route is at least 95% complete. There may be a few meters not installed for various reasons, and those services will be listed. JCI shall attach a meter reading report that indicates that meters are installed. JCI shall only be responsible for the appropriate wiring of the new AMI system endpoint to the new meter. Any further troubleshooting is the responsibility of the Customer.
3) The Customer-designated representative will then have 15 working days to visually inspect the meters in this route. Any installations that are deemed less than satisfactory shall be listed on a punch list form. Customer responsibilities include:
    a. Inspect meter installations in the cycle/route for installation acceptance.
    b. Verify meter and radio numbers match the data that JCI has uploaded into the billing system. This is not mandatory, but it is suggested that the Customer perform a spot check at a minimum.
    c. Produce list of any installations that are found to be unacceptable and turn over to JCI for correction.
4) Once the corrections have been made by JCI or Customer, both the Customer and JCI will visit the specific meters to verify that the improvements have been made.
5) Upon successful installation, final Completion Documents are to be signed. The warranty period begins for the meters per the contract documents.

After the Final Completion Document Is Signed:

1) The one (1) year warranty period for workmanship and material begins for the Customer.
2) The Customer accepts ownership of the accounts within the cycle/route and are responsible for:
    a. Route maintenance, including unresponsive meters and field repairs.
    b. Return Merchandise Authorization (RMA) processes for defective meters and radios.
    c. Billing system data integrity.
3) Copies of signed documents are to be distributed to Stakeholders within the Customer and JCI. Originals are to be kept with the project documents.

System Maintenance Process

1) JCI will respond to 100% of initial service calls on any meter installed as part of this Agreement, and not signed off/accepted, where the route was entered (opened). Once the meter has been installed and route acceptance has been completed, Customer will be the initial responder to the call. JCI will only be called out to a meter if a problem consists in item 2 below.pIf the problem has anything to do with workmanship from an installation (during the labor warranty period), JCI will correct the issue (during the labor warranty period). Workmanship examples include anything that has not been completed per the Agreement (e.g. Meter not installed per manufacturer and AWWA M6, 5th edition or AWWA C7XX standards guidelines).
2) If the problem has anything to do with workmanship from an installation (during the labor warranty period), JCI will correct the issue (duUpon sign-off of each route, all responsibility for warranty coverage of installed equipment will be transferred from JCI to the Customer. Further, meters that are "faulty" due to non-wear related failure such as, but not limited to, a broken freeze plate, register errors or failure, any end user damages and/or a meter that stops recording water flow after it has already recorded flow are Customer's responsibility.

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Use of and Access to Project Critical Equipment and Software

Customer agrees to provide unrestricted and timely access to all equipment, software, and hardware that is provided through the meter and/or AMI manufacturer as part of this project. This equipment is inclusive of (but not limited to) the following items:

- Handheld Programming Device (Radix, Nomad, or the like)
- Mobile Automated Meter Reading System (AMR) Hardware and Software
- Meter programming and interrogation devices
- Remote access and administrative privileges to the AMI system management software
- Any other manufacturer equipment that is critical to installation

Utility Interruptions and Customer Support

JCI will be responsible for adequate management, notification, and coordination of installation efforts related to this project. Customer involvement and support will also be required during implementation of this improvement measure. Any staff overtime or water fees that are a result of this project are the responsibility of the Customer.

Weekly Utility Database Refresh

Customer shall provide a refresh file of entire water utility database as requested by JCI. On a weekly basis, during the installation period, the refresh file shall be provided in electronic format and posted to an FTP server mutually agreed to in advance of project Notice to Proceed. The file should be either comma delimited or fixed-width and contain (at minimum) the following fields:

- Service Type (water)
- Account Number
- Address
- Cycle/Zone (if applicable)
- Route/Book
- Reading Sequence
- Endpoint ID
- Register ID (e.g., AMR #, Register ID, endpoint ID)
- Meter Number (e.g., Serial #)
- Meter Make (Sensus, Badger Meter, etc.)
- Meter Model (e.g. FlowIQ, Hydrus, etc.)
- Meter Size (5/8, 3/4, 1, 1.5, 2, 3, 4, 6 and 8)
- Last Read
- Last Read Date

Note:
Any meter with an account listed as “Closed” or “Inactive” in Appendix 3 along with any additional meters not listed that are found during installation will not be replaced as part of this contract. Any excess materials will be left with the Customer to be used as bench stock. If JCI is requested to install additional quantities of water meters to complete this project, the total installed unit price per meter will be negotiated at that time. The database file previously mentioned will be submitted back to the Customer within 30 days of the contract signing that will include all accounts and a description of work as it relates to this contract and shall also include those accounts designated as “Do Not Do”.

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Required Access and Support

- Meter Access Program: Customer support will be required during implementation to obtain access to meters and to coordinate utility interruptions. When Customer confirms access with building owner, JCI shall respond as required to meet the installation schedule and the Customer will not be held responsible for any delays associated with those accounts. JCI personnel will be responsible for adequate notification and coordination with appropriate Customer personnel and end users to facilitate access and minimal disruption.
- JCI shall follow the following Access Program for meter located within Customer's residents:
    - Written attempt one: JCI will proceed with meter replacement per a scheduled implementation plan. If the installer cannot gain access to the meter (inaccessible), a door hanger with the installer contact phone number to make an arrangement for access, will be left.
    - Written attempt two: On a second occasion, JCI will attempt to reschedule and access the meter in an attempt to complete the work. If JCI still cannot gain access to the meter, another door hanger will be left.
    - If access cannot be obtained via "cold-calls", JCI will attempt to contact the end user via telephone (where available) to gain access to the meter. A valid telephone attempt is: a) when the End User can be reached; or, b) when a message is left on an answering machine or voice mail. JCI will make a minimum of three (3) telephone attempts utilizing the telephone number supplied by the Customer via the work order data and any other reasonable means available to JCI. A minimum of one telephone call must be attempted on Saturday or on a weekday after 5:00pm.
    - Written attempt three: On a third occasion, JCI will call for an appointment, and then visit the premise in an attempt to complete the work. If JCI still cannot gain access to the meter, another door hanger will be left.
    - If 10 business days after JCI delivers the third written attempt, the work order has not been completed and an appointment has not been established, the work order will be returned to the Customer as a "Cannot Complete" order. For project tracking purposes, such orders will be considered complete. A weekly "Cannot Complete" list will be returned to the Customer in an Excel format and at a minimum will contain the following information:
        - Name
        - Address
        - Phone numbers called
        - Dates door hanger left for each of three written attempts
        - Dates of written attempts
        - Dates and time of each of three valid telephone attempts
- Hard to access accounts – Accounts that do not respond to the above attempts process shall be listed by JCI on a weekly basis and submitted back to the Customer, and the Customer will then be responsible for gaining access to these accounts; JCI may participate in the scheduling (with the Customer) and shall participate in the meter change-out of these accounts.
- Faulty plumbing or abnormal conditions – If the JCI installer identifies a condition at a residence or business that would prevent the water meter from being replaced, that account will be submitted by JCI in a list of accounts to return to the Customer

Field Leak Detection Services

JCI shall perform a one-time leak detection and correlation service in order to target potential leaks in two (2) areas as indicated in Map 1. The Scope of Work contained herein details the work and services that JCI will provide as well as the roles and responsibilities of JCI and the Customer.

The field services will cover the area indicated in Map 1 an estimated 10 miles of water lines

- JCI is not responsible for the excavation and repair of any leaks or breaks.
- JCI is not responsible for any "dry holes" which is defined as a location that has been field surveyed and a potential leak site correlated, but at which excavation of the site reveals no leak orifices or line breaks.

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- Additional years of correlation services are the responsibility of the Customer.

Services & Responsibilities

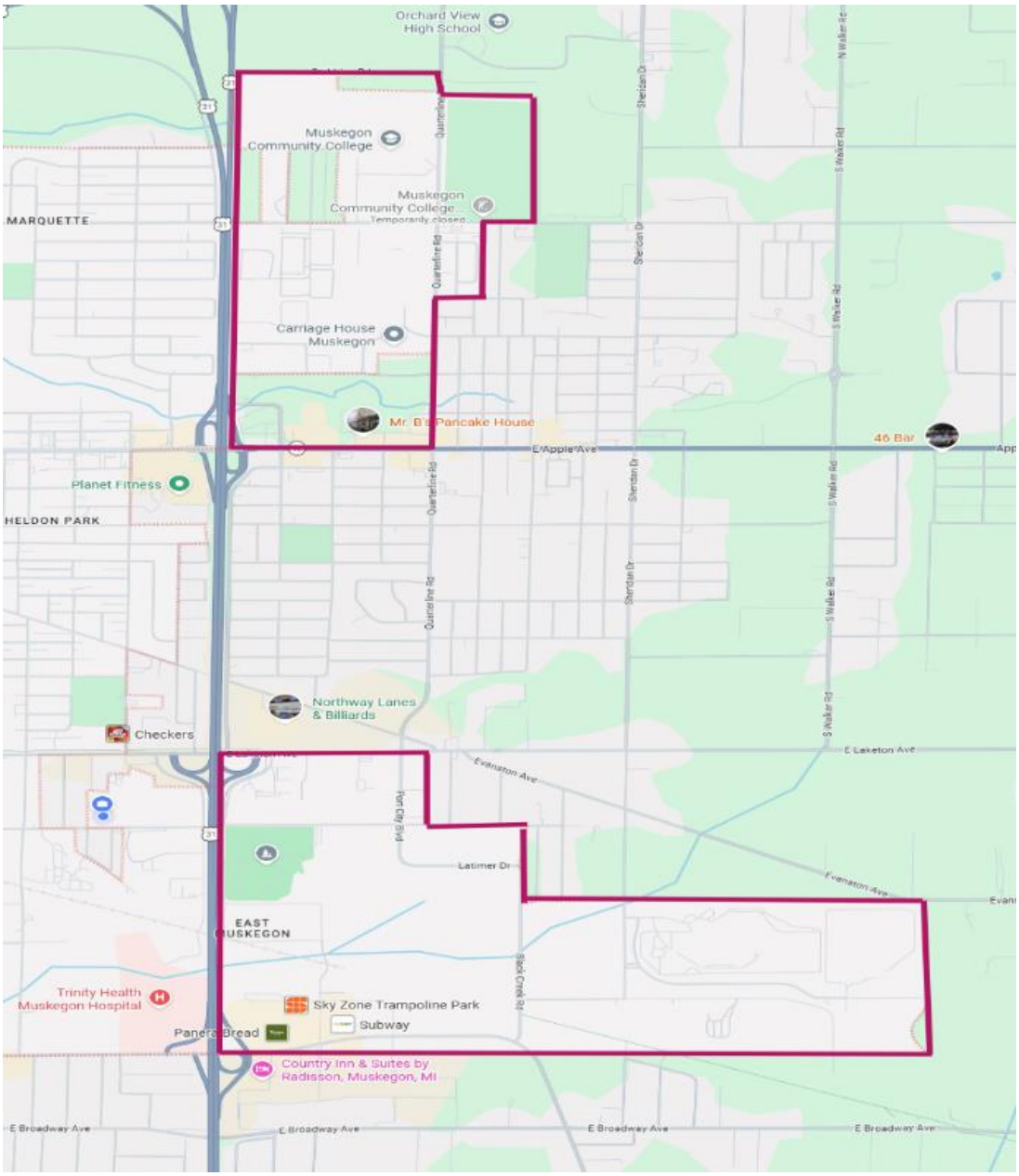
- Supplying all essential resources including labor, materials, transportation, tools, and equipment that are required for the survey. A minimum of two (2) persons will be part of a survey team.
- Providing field technicians with readily observable identification badges which will be worn while in the field.
- Providing Customer with cell phone numbers of field technicians and an 800 number for direct contact with JCI for emergencies.
- Conduct physical contact listening on fire hydrants, accessible main line valves, and selected service connections (when necessary) which may include service valves or water meters. Inaccessible listening points will be reported to the Customer for resolution.
- Maintain a "Suspected Leak Log" indicating all areas where a suspected leak noise was detected. This log will be reviewed during the verification of suspected leak areas with an explanation of noise source. This log shall include:
    - Mechanical deficiencies that are discovered.
    - Mapping errors on the water atlas.
    - Type of monitored appurtenances.
    - Location of same for leaks discovered.
    - Total estimated loss.
- Electronic leak correlators, listening devices, and ground microphones will be utilized to detect and pinpoint leaks.
- Field marking of leak locations using an environmentally formulated precautionary blue paint.
- Documenting all leak locations with diagrams indicating the leak's precise location along with related correlation information such as filters used, line locations, sensor distances, and more.
- Daily reporting to the Customer's designated professional which shall cover progress from the previous day and survey plans for the current day.
- Reported leak locations will be limited to the Customer's distribution network. Leaks confirmed on the side of a residential or commercial user will not be located beyond the curb stop or shut-off. If the Customer requests leak locations beyond the service curb stop or shut-off, an additional charge may be applied.
- Providing a final, comprehensive report at the completion of field activities which shall include drawings, total estimated water loss, total pipe distance investigated, and other problems found in the system which require Customer attention. The leak summary will list leak types such as main leaks, service line breaks, valve leaks, or hydrant leaks.

Services & Responsibilities – Customer

- Customer shall provide access to documents, records, electronic & paper maps, and data sources in order to properly conduct the leak survey. These may include but are not limited to:
    - ArcGIS internet mapping application
    - Exported copy of the Customer's water GIS database in shapefile or another ESRI-compatible format.
    - Electronic version of Customer's service area in PDF format.
    - Detailed engineering drawings in PDF or paper format.
- Customer shall assist as necessary to clean out service valves, meter pits, and valve-boxes that are required for acoustic listening activities.
- Customer shall provide a primary and/or secondary contact person to JCI in order to facilitate open communication and serve on an "as-needed" basis for hard to find locations.
- Assistance, if required, for permissible entry into sites that may be difficult to access due to security issues or other concerns.
- Assistance, if required, for locating nonmetallic pipe within the service area.
- Operation of valves and hydrants as necessary.

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Map 1



Owner-Controlled Contingency

This contract includes an owner-controlled contingency of $200,000 (Two hundred thousand dollars) that may be applied to repairs and upgrades to the existing water and wastewater infrastructure at the Customer's discretion. These funds must be spent on projects for the Customer and any owner-controlled contingency funds

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not utilized by substantial completion date will be forfeited. Any owner-control contingency not used for existing water and wastewater infrastructure can be applied elsewhere in this project.

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Sewage Collection:

Sewer Manhole Rehab – Infiltration

JCI shall supply and install the following:

- (108) Manholes to be lined comprising of the following:
    - (13,556) Total Surface Area (sq. ft.)
    - (977) Total Vertical Feet (V-ft)
    - Work will be completed at the below locations during third shift

Manhole Identification	Manhole Identification
MH8569	MH8664
MH8645	MH8667
MH8647	MH8671
MH8659	MH8697

    - First shift is defined as 8 am – 5pm
    - Second shift is defined as 4pm – 1 am
    - Third shift is defined as 11 pm – 7am
- Lining of the manholes will consist of the application of a multi-layer lining system that resists corrosion and stops infiltration and ex-filtration. The lining application would consist of the following sequential steps:
    1. Surface preparation by pressure washing the manholes to remove oil, grease and other contaminants that could affect adhesion. Manhole steps or run ladder would be removed following NASSCO Manhole Rehabilitation PSG (August 2025), Part 1.
    2. Leak elimination: Identify defects and apply a hydrophilic chemical group to stop active infiltration leaks and repair all leaks and severe cracks.
    3. Surface Priming: Utilize flow through plugs to keep material from entering the sewer system and to reach 1 inch below the normal flow level. Apply a primer.
    4. Liner Application: Apply multi-layer liner system in three layers to all surfaces, including chimney areas and benches. The invert of the manhole will not be lined.
        - The minimum liner system should be 500 mils in total:
            - The first barrier coat shall be a sprayable polymeric polyurea moisture barrier with a minimum thickness of 40 mils
            - The closed cell foam layer shall be a low viscosity flame-retardant polyurethane and polymeric blend foam with a minimum thickness of 400 mils
            - The second barrier coat shall be a sprayable polyurea final corrosion barrier with a minimum thickness of 60 mils.
    5. Applicator would check visually for any defects, confirm minimum liner thickness. Any deficiencies in the finished liner system would be marked and repaired according to the manufacturer.

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6. Warranty: The liner system must be covered by a 10-year warranty issued by the manufacturer and applicator.
7. See Appendix 4 for documentation with survey list of sites.

- JCI will provide signage to block off the work area if the work is done during occupied hours. The City has indicated no additional traffic control is required.
- JCI will clear the area at the end of the workday and remove all waste associated with the installation.
- JCI will provide as-built documentation including items below
- JCI will provide Pre and Post installation pictures
- JCI will provide count and log of manhole inlets/outlets
- JCI will provide CSV file with updated information after completion of scope of work. Reference Appendix 4 – Manhole Survey.
- JCI will provide one time onsite training of repairs.

Customer Responsibilities

- Provide potable water for pressure washing available to fill up form either hydrant or water fill station.
- Provide area for dumping and disposal of debris removed from manholes at wastewater treatment plant.
- Bypass pumping was discussed with the Customer. Customer will provide bypass pumping at required locations.
- Maintenance and operations of sewer system pre-implementation, post-implementation, and during implementation.
- Maintenance of manhole liner after installation.

Warranty

- Reference Manhole Warranty Appendix 5

Exclusions:

- Lining of invert.
- Labor to replace shut off valves or repair main water valves that do not close completely or that will not fully re-open.
- Permits, fees or process required by local or oversight jurisdiction and/or utilities or permits and upgrades triggered by other upgrades and renovation projects.
- Any stamped engineering plans.
- Any electrical service and or breaker upgrade unless otherwise noted.
- Installation of manhole steps and run ladder
- Any traffic control required during the installation.

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Rest lawn Cemetery:

Irrigation Upgrade:

Existing Controllers are to be retrofit per chart below

- Provide and install (1) Rainbird LXME 2 irrigation controller per chart below.
- IQ Network System Software and Cloud Base Program Set Up one time at initial installation.
- Controller Programming and Set Up one time at initial installation.
- One year of cellular service included for controller communication.
- One (1) Rain Sensor.
- Four (4) hours one time System Training
- System repairs are excluded.

Building	Controllers (qty)	Controller	Rain/ Freeze Sensor	4G	Expansion Module	Weather Based Controller Replacement	Sensor Replacement (qty)	Proposed 4G Card (qty)	Proposed Expansion Module (qty)
RESTLAWN CEMETERY-LAWN	1	LXME 2	Yes	Yes	Yes	1	1	1	1

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Hartshorn Marina:

Lighting:

Forty-eight (48) of the existing (78) seventy eight fixtures listed in the line by line survey below will be retrofitted or relamped as identified in the line by line scope FIM definition. Retrofit CFL fixtures with LED. Relamp incandescent with LED lamps. Retrofit 4' strip with LED. Some fixtures that are already LED will remain and are identified as "NR" / "no measure recommended" in the FIM definition in the survey. Refer to the line by line (LXL) below.

Facility Name	Room # or Unique Identifier	Room Type (Usage Group Description)	Existing Fix Qty	Existing Component Code	Qty Proposed	Strategy/ Action	Exist System Wattage	ECM Definition	Proposed System Wattage	Existing Burn Hours	Proposed Burn Hours
rn Marina -	Docks	Dock Pedestal Marina	34	1X7CFL2P	34		10	Retrofit with a Kit or Reflector - Bollard Fixture, Compact Fluorescent, twin, (1) 7W lampLED 2-Pin G24d Plug-In Lamp (Multiple LED s), (1) 6W, utilizing existing magnetic ballast for operation - RELAMP, 13LED2P	6.000	8,760	8,760
tshorn Mar	Offies	Open Office	3	1X24LEDF	3	NR	24	4' Industrial Fixture, LED Luminaire (Multiple LED s), 24W, with Separate or Integrated Driver Component - No Measure Recommended	24.000	1,890	1,890
tshorn Mar	Elec rm	Mechanical/Electrical Rooms	1	1X6LEDSI	1	NR	6	Keyless Fixture, LED Screw-in Lamp, 6W, with Integrated Driver Component - No Measure Recommended	6.000	350	350
tshorn Mar	Elec rm	Mechanical/Electrical Rooms	1	1X20CFLSI	1		20	Relamp - Keyless Fixture, Compact Fluorescent, (1) 20W screw-in lamp/base w/ permanent disk installed, any bulb shapeLight Emitting Diode (LED) Screw-in Lamp, 8W, with Integrated Driver Component, LEDSI-A19	8.000	350	350
tshorn Mar	Storage	Storage	1	1X9LEDSI	1	NR	9	Recessed Enclosed Fixture, LED Screw-in Lamp, 9W, with Integrated Driver Component - No Measure Recommended	9.000	350	350
tshorn Mar	Storage	Storage	1	4X40INCA	1		160	Relamp - Vanity Fixture, Incandescent, (4) 40W lampLight Emitting Diode (LED) Screw-in Lamp, 8W, with Integrated Driver Component, LEDSI-A19	32.000	350	350
tshorn Mar	Storage	Storage	1	4X40INCA	1		160	Relamp - Vanity Fixture, Incandescent, (4) 40W lampLight Emitting Diode (LED) Screw-in Lamp, 8W, with Integrated Driver Component, LEDSI-A19	32.000	350	350
tshorn Mar	Storage	Storage	1	1X9LEDSI	1	NR	9	Recessed Enclosed Fixture, LED Screw-in Lamp, 9W, with Integrated Driver Component - No Measure Recommended	9.000	350	350
tshorn Mar	Storage	Storage	1	1X40INCA	1		40	Relamp - Recessed Enclosed Fixture, Incandescent, (1) 40W lampLight Emitting Diode (LED) Screw-in Lamp, 8W, with Integrated Driver Component, LEDSI-A19	8.000	350	350
tshorn Mar	Showers	Restroom	1	1X20LEDF	1	NR	20	Drum Fixture, LED Luminaire (Multiple LED s), 20W, with Separate or Integrated Driver Component - No Measure Recommended	20.000	2,100	2,100
tshorn Mar	Showers	Restroom	1	1X20LEDF	1	NR	20	Drum Fixture, LED Luminaire (Multiple LED s), 20W, with Separate or Integrated Driver Component - No Measure Recommended	20.000	2,100	2,100
tshorn Mar	Showers	Restroom	1	1X20LEDF	1	NR	20	Drum Fixture, LED Luminaire (Multiple LED s), 20W, with Separate or Integrated Driver Component - No Measure Recommended	20.000	2,100	2,100
tshorn Mar	Showers	Restroom	1	1X20LEDF	1	NR	20	Drum Fixture, LED Luminaire (Multiple LED s), 20W, with Separate or Integrated Driver Component - No Measure Recommended	20.000	2,100	2,100
tshorn Mar	Showers	Restroom	1	1X20LEDF	1	NR	20	Drum Fixture, LED Luminaire (Multiple LED s), 20W, with Separate or Integrated Driver Component - No Measure Recommended	20.000	2,100	2,100
tshorn Mar	Boiler rm	Mechanical/Electrical Rooms	2	1X6LEDSI	2	NR	6	Keyless Fixture, LED Screw-in Lamp, 6W, with Integrated Driver Component - No Measure Recommended	6.000	350	350
tshorn Mar	Boiler rm	Mechanical/Electrical Rooms	2	2X40T12MB	2		62.2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 60", STD lampLED Tube, (2) 48", 8.5W LED Tube, Line Voltage Type B Direct Wire NON-DIMMING, 4'LEDT-DW	16.000	350	350
tshorn Mar	Mens	Restroom	4	1X40T12MB	4		31.101	Retrofit - 4' Vanity Fixture, Fluorescent, (1) 40", STD lampLED Tube, (1) 48", 8.5W LED Tube, Line Voltage Type B Direct Wire NON-DIMMING, 4'LEDT-DW	8.500	2,100	2,100

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Facility Name	Room # or Unique Identifier	Room Type (Usage Group Description)	Existing Fix Qty	Existing Component Code	Qty Proposed	Strategy/ Action	Exist System Wattage	ECM Definition	Proposed System Wattage	Existing Burn Hours	Proposed Burn Hours
tshorn Mar	Mens	Restroom	3	2X10LEDT	3	NR	21	1x4 Layin Prismatic Fixture, LED Tube, (2) 24", 10W LED Tube, (Integrated Driver, Non-dimming, 5 Yr warranty) - No Measure Recommended	21.000	2,100	2,100
tshorn Mar	Mens	Restroom	1	1X5LEDSI	1	NR	5	Exit Sign (Red), LED Screw-in Lamp, 5W, with Integrated Driver Component - No Measure Recommended	5.000	2,100	2,100
tshorn Mar	Pipe chase	Mechanical/Electrical Rooms	1	1X6LEDSI	1	NR	6	Keyless Fixture, LED Screw-in Lamp, 6W, with Integrated Driver Component - No Measure Recommended	6.000	350	350
tshorn Mar	Womens	Restroom	4	1X40T12MB	4		31.101	Retrofit - 4' Vanity Fixture, Fluorescent, (1) 40", STD lampLED Tube, (1) 48", 8.5W LED Tube, Line Voltage Type B Direct Wire NON-DIMMING, 4'LEDT-DW	8.500	2,100	2,100
tshorn Mar	Womens	Restroom	3	2X10LEDT	3	NR	21	1x4 Layin Prismatic Fixture, LED Tube, (2) 24", 10W LED Tube, (Integrated Driver, Non-dimming, 5 Yr warranty) - No Measure Recommended	21.000	2,100	2,100
tshorn Mar	Womens	Restroom	1	1X5LEDSI	1	NR	5	Exit Sign (Red), LED Screw-in Lamp, 5W, with Integrated Driver Component - No Measure Recommended	5.000	2,100	2,100
tshorn Mar	Pipe chase	Mechanical/Electrical Rooms	1	1X6LEDSI	1	NR	6	Keyless Fixture, LED Screw-in Lamp, 6W, with Integrated Driver Component - No Measure Recommended	6.000	350	350
rn Marina -	Exterior	Exterior	4	1X20LEDF	4	NR	20	Wall Mount Interior Fixture, LED Luminaire (Multiple LED s), 20W, with Separate or Integrated Driver Component - No Measure Recommended	20.000	4,380	4,380
rn Marina -	Exterior	Exterior	2	2X9LEDSI	2	NR	18	Flood Fixture, LED (2) Screw-in Lamps, 9W, with Integrated Driver Component - No Measure Recommended	18.000	4,380	4,380

Lighting Inclusions

- Material, labor, engineering, design, and recycling/disposal costs.
- Electrical permits and fees.
- Pricing assumes 100% access will be granted to facilities during the construction schedule. Keys, escort, and security clearance requirements will be provided in a timely manner.
- Work shall be performed in accordance with industry standards and approved safety practices. Professional performance by licensed, insured, and certified personnel skilled in lighting retrofit services.
- Lamps and ballasts removed as part of the work shall be recycled and/or disposed of in compliance with applicable regulations in effect at the time of contract signing.
- Work performed during standard 40-hour work week, Monday through Friday; weekends or overtime not included.
- Circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general are assumed to be operational working order and compliant with current electrical code requirements.
- Johnson Controls shall be given ample notice for security clearance procedures required for access to any facility.
- Maintenance stock of 1.5% of lamps and kits only is included.
- If specified materials become either temporarily or permanently unavailable for reasons beyond the control of Johnson Controls, then the expected time for performance of the work will be extended or equipment listed may be modified based on equipment availability, procurement, price, shipping, customs, etc. Johnson Controls reserves the right to provide equivalent substitutions at no price increase.
- Where retrofits of existing fixtures are noted, the scope includes wiping down prismatic lenses with dry cloth.
- Warranties:
    - Labor Warranty – 1 year workmanship guarantee in accordance with the terms and conditions of the proposal from the date of acceptance by the Customer.
    - Material Warranties - Manufacturer warranties of lamps, retrofit kits, and fixtures installed as part of the project are covered by the individual manufacturer's published documentation. Johnson Controls will furnish contact information for each manufacturer. Alleged defective product may be required for return to factory for analysis.
- Design illumination levels: In the absence of code-mandated lighting requirements, industry standards have been used as a guide, primarily the most recent edition of the Illuminating Engineering Society of North America (IESNA), IESNA Recommended Practice documents and IESNA Design Guides.
- Existing lighting systems were presumed to be designed based on IESNA recommended practices. In the event current light levels are above IESNA recommendations for the space type (i.e., over-lit), light levels will be reduced. In the event light levels are below IESNA recommendations for the space type, JCI will

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meet or exceed current light levels. If the space is under-lit due to an inadequate spacing or quantity of fixtures from initial design, which requires adding fixtures, adding circuits, reconfiguration, or new construction, this will be brought to the attention of the Customer. LED fixtures or components specified for the project are based on comparable original lumen outputs of existing equipment rather than depreciated light output values.

Lighting Exclusions

- Stamped engineered drawings.
- Replacement or repair of existing dock pedestal.
- Existing dock pedestals will be re-used. Repair of wiring to or within pedestal, if required, is not included.
- Existing task lighting, equipment lighting, and table type light fixtures unless specified in the Line-by-Line (LxL).
- Removal or replacement of ceiling tiles unless specified in the LxL.
- Existing decorative and stage light fixtures unless noted in the LxL.
- The addition of lighting fixtures in areas with existing illumination deficiencies is not covered under this scope of work unless otherwise noted in the LxL. If foot-candle levels do not meet minimum standards, the Customer will be notified.
- Existing fluorescent dimming systems or fixtures will remain “as is” unless otherwise noted in the LxL.
- Reconfiguration of existing fixture layout unless otherwise noted in the LxL, room by room description of work.
- Replacement of existing wiring and/or electrical issues in exterior fixtures.
- Existing fixtures that are not in a well-maintained condition including, but not limited to, rusted or embrittled in a manner which would impede retrofit.
- Any electrical wiring other than that required for the retrofit or replacement within the existing lighting fixtures, the installation of new fixtures as scheduled, the installation of occupancy sensors and other controls.
- Double or bi-level switching of in-board and out-board sockets is not included unless specified in the LxL.
- Repair, replacement and adjustments of existing sensors, time clocks, switches or energy management systems unless otherwise noted in the LxL.
- Calibration or adjustment of the lighting control devices post installation. JCI will set controls to the agreed upon settings at time of installation only.
- Repair or replacement of louvers or other components unless denoted in the LxL.
- Repair or replacement of yellowed, cracked, damaged or missing fixture lenses, louvers or other components unless denoted on the Johnson Controls line by line scope of work.
- Repair or replacement of the existing Emergency and Egress Lighting Systems unless otherwise noted in the LxL.
- Replacement of defective emergency battery back-up ballast unless otherwise noted in the LxL.
- No work can be performed in asbestos contaminated areas. If asbestos is present, the scope of work may have to be adjusted unless the asbestos is abated by the Customer.
- Unless specified in the scope of work, no previsions are made to ensure that the light levels will comply with existing surveillance camera requirements. Proposed light levels will meet or exceed the current light levels of the exterior fixtures.
- Replacement of existing lighting sockets and ballast unless otherwise noted.
- Correction or repair of electrical system deficiencies such as grounding or any NFPA, NEC, or Local Code deficiencies unless provided for in the scope.
- Painting, plastering or any other type of repair to existing mounting surfaces after the removal or replacement of fixtures, unless otherwise noted.
- Work in areas that could not be reasonably documented during the audit (i.e., concealed locations or hidden conditions) are not included.
- Work in buildings or areas not specifically indicated on the line-by-line scope of work is excluded. Should Customer desire additional areas, buildings, or campuses added into the program, Johnson Controls will provide a written estimate for change order.

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Domestic Water Heater Replacement:

Provide and install Two (2) new Navien NPE-240A2 on demand tankless water heaters.

Scope

- Demolish (1) existing Lochinvar boiler, piping, electrical wiring and dispose of demolished materials.
- Remove vent breeching and cap at connection as needed in the mechanical room.
- Exhaust flues will be direct vent through the mechanical per manufacturer specifications.
- Install (2) new Navien NPE-240A2 tankless water heaters in same area where the existing boiler was removed.
- Provide and install water piping as required for a complete operating system.
- Provide and install gas piping to new water heaters.
- Provide and install new venting per manufactures specifications.
- Provide and install intake per manufactures specifications.
- Furnish and install new drain piping with neutralizer from each water heater to existing floor drain.
- Provide and install pipe insulation on new water piping.
- Provide and install electrical wiring to new water heaters.

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Parks:

Irrigation Controller Upgrade:

Existing Controllers are to be retrofit per chart below

- Provide and install (5) Rainbird LXME 2 irrigation controllers per chart below.
- IQ Network System Software and Cloud Base Program Set Up one time at initial installation.
- Controller Programming and Set Up one time at initial installation.
- One year of cellular service included for controller communication.
- Five (5) Rain Sensors.
- Four (4) hours one time System Training
- System repairs are excluded.

Building	Controllers (qty)	Controller	Rain/ Freeze Sensor	4G	Expansion Module	Proposed Weather Based Controller Replacement (qty)	Proposed Rain Sensor Replacement (qty)	Proposed 4G Card (qty)	Proposed Expansion Module (qty)
CITY OF MUSKEGON - Seyferth	1	LXME 2	Yes	Yes	Yes	1	1	1	1
MARSH FIELD - Ball Field	1	LXME 2	Yes	Yes	Yes	1	1	1	1
PARKS - Terrace and Shoreline	1	LXME 2	Yes	Yes	Yes	1	1	1	3
HACKLEY PARK	1	LXME 2	Yes	Yes	Yes	1	1	1	1
PARKS - Mart and Shoreline	1	LXME 2	Yes	Yes	Yes	1	1	1	1

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General Conditions, Mechanical, Electrical and Controls Scope of Work Exclusions:

- Supplying safety or security escorts;
- Environmental permits, JCI will assist the Customer in applying for permits if so required;
- Any information previously released either verbally or in writing shall be deemed preliminary and shall not bind JCI in any manner;
- Resolution of existing design, service, and or distribution conditions known or unknown;
- All work will be performed during normal work hours unless stated otherwise, there is no premium time included unless otherwise noted in the FIM Scope of Work;
- Temporary cooling, heating, power, or plumbing required to perform the work will utilize the Customer's utilities unless noted otherwise in the FIM Scope of Work;
- Correction of any existing applicable building code violations and Federal Americans with Disabilities Act (ADA) violations identified by JCI during the execution of the Work. Such violations will be brought to the attention of the Customer for remedy;
- The Customer is responsible for timely scheduled shutdowns as required for JCI to complete the Scope of Work;
- Hazardous material abatement or removal, such as but not limited to asbestos, lead paint mold/mildew, etc. unless noted otherwise in the FIM Scope of Work;
- Temporary space conditioning, water, or power unless otherwise identified in a FIM Scope of Work;
- Test and balance of existing air and water HVAC systems unless otherwise noted in a specification FIM Scope of Work;
- Duct cleaning and coil cleaning unless otherwise identified in a FIM Scope of Work;
- Duct work repair and/or replacement for HVAC units will be limited to the confines of the mechanical room unless otherwise identified in a FIM Scope of Work;
- Any building system design issues not related to the FIM Scope of Work is the responsibility of the Customer unless noted otherwise in the FIM Scope of Work;
- Disabling or disconnecting active devices from an existing fire alarm system, furnishing intelligent fire devices, fire system testing or programming. Unless otherwise noted in the scope of work, this work is the responsibility of the Customer as it must be coordinated and scheduled through maintenance personnel and the fire alarm contractor;
- The fire alarm smoke detectors and fire/smoke damper system(s) hardware shall be connected to the existing fire alarm panels, any require upgrades to the existing panels shall be the Owner's responsibility;
- All fire sprinkler upgrades/modifications (i.e. risers, stand pipes, and fire pumps) required to support the mechanical rooms sprinkler systems in this scope of work shall be the responsibility of the owner, including testing, commissioning and permitting of the system;
- Repair or replacement of defective mechanical, controls, and electrical equipment and electrical distribution system, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer);
- Repairs/replacement of insulation, piping, electrical or ductwork found to be corroded or rusted or otherwise unacceptable for installation of components or fittings required for installation other than what is specified in the Scope of Work;
- The scope of work does not include the repair or installation of any structural systems.
- The scope of work does not include the repair or installation of any roofs except those specifically identified in Schedule 1.

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- JCI does not anticipate and has not included any hard digging (I.E. no blasting or rock removal). All trenching to be performed by normal means (Case 580 backhoe). Should additional means of excavation be required then JCI shall notify the Owner to mitigate or address at additional cost;
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network, Connection to the Owners Wide-Area Network to be coordinated with Client's IT Services;
- The Owner will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment;
- Phone line use or new fiber installation, if required;
- Non-Johnson Controls software upgrades (such as Microsoft, Norton Antivirus, etc.) for the Customer's front-end unless otherwise noted in the Scope of Work;
- Ongoing annual fees associated with licenses and access fees including, but not limited to cell phone fees, software license, annual boiler inspections, others

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Lighting Scope of Work Exclusions:

- Lighting fixtures not identified in the FIM Scope of Work are excluded from any repair or replacement scope;
- Reconfiguration of existing lighting system layout, except where noted herein;
- Conformance to IESNA standards if the existing layout does not comply with same;
- Repair, replacement, or calibration of damaged or defective motion sensors, time clocks, switches, breakers, and wiring unless otherwise noted in the Scope of Work;
- Repair, replacement or upgrade of existing indoor or exterior emergency and/or egress lighting system unless otherwise noted in the Scope of Work;
- Replacement of defective emergency battery backup ballasts unless otherwise noted the Scope of Work;
- Repair or upgrades required to rectify existing lighting or electrical system code violations unless specifically described in this scope of work
- Repair or replacement of cracked, broken, missing, yellowed, or damaged fixture lenses or louvers unless otherwise noted in the Scope of Work;
- Lighting Exterior Pole Lighting
    a. Existing light poles will be re-used. Repair of wiring to poles, if required, is not included.
    b. Pole mounted lighting is reusing existing poles. Customer is responsible for pole maintenance, repair and replacement throughout the term of the guarantee.
    c. Lighting Poles will be checked for contact voltage. If any hazardous voltage is noted, work on that pole will be stopped and the Customer and/or the utility company be notified immediately to correct the fault before any work will be performed.
    d. Repair or replacement of defective equipment, other than the equipment specifically described above. Johnson Controls will identify the location of defective equipment and notify the owner.

Water Conservation Scope of Work Exclusions:

- Repair or replacement of defective piping, isolation valves, or plumbing fixtures is not included unless otherwise specified in the Scope of Work;
- Repair or replacement of inoperable or leaking cold water riser or isolation valves or repair or replacement of inoperable or leaking hot water circulating valves unless otherwise specified in the Scope of Work;
- Tile work, flange repairs, wall mount broken carriers, commercial angle-stop replacement, and floor or wall repairs are not included unless otherwise specified in the Scope of Work;
- Repair of existing damaged areas, such as re-tiling and painting.
- Installation beyond the plumbing fixtures described in the scope of work contained herein
- Repair of existing faucets, sinks, shower handles, valves and sink basins or leaks
- Replacement of angle stops for valves being retrofit (not replaced).
- Repair of pre-existing water damaged floors, walls and ceilings
- Replacement or modification of existing floor and wall coverings
- Any and all ADA bathroom partitions, grab bars, extensions, sink faucet actuators, piping insulation, or other ADA requirements are hereby excluded from this proposal. JCI does not take responsibility for any existing or future ADA compliance issues and if required to modify bathrooms or fixtures to meet an ADA code this will be completed for an additional cost.

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Building Envelope Scope of Work Exclusions:

- Repair or replacement of existing exterior doors and windows is excluded in this scope of work other than as described in scope. If any doors are found to be inoperable, or windows are found to be broken, JCI will report the deficiency to the Customer for repair or replacement prior to JCI retrofitting the seals.
- Repair or replacement of existing brick, masonry block or split face block is excluded in this scope of work.
- Repair or replacement of existing attic space including rafters, roof decking, ceiling or roof areas
- Modifications required to due to existing code violations, including but not limited to the Americans with Disabilities Act (ADA) and egress, are the responsibility of the Customer.
- Cutting, patching, sealing and painting other than as described in the FM scope is excluded.
- The scope of work does not include the repair or installation of windows or doors except as described in the FIM scope.
- The scope of work does not include the repair or installation of any structural systems.

TRAINING / WARRANTY

- Includes (8) hours of on-site owner/operator training in accordance with specifications.
- Includes warranty for (1) years from the date of owner's acceptance of a certificate of substantial completion.

CLARIFICATIONS:

- Includes Johnson Controls Metasys® BACnet® network automation engine, field equipment controllers, and network sensors.
- Includes supply of electric control valves with fail last position actuators (non-spring return).
- Includes project management, engineering, and programming/commissioning.
- This proposal shall be included within any contract terms and conditions.
- Pricing is based on normal working hours (Monday - Friday) No overtime work is included in the above pricing.
- All control wiring will be in EMT conduit for interior exposed locations, rigid conduit exterior and in the plenum-rated cable where Applicable by code.
- Retrofit work may require new conduit and wiring and/or reuse of existing controls in some areas.
- This quote includes estimated sales tax only. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

EXCLUSIONS (OTHER):

- Furnishing of any control valves unless noted in the scope above.
- Furnishing of any control damper unless noted in the scope above.
- Furnishing of any electric meter, water meter, and gas meter unless noted in the scope above.
- Furnishing, installation, and power wiring of VFDs. Control wiring included in scope above.
- Furnishing, installation, and wiring of smoke detectors, smoke dampers, combination fire/smoke dampers, fire dampers, and associated actuators and wiring unless noted in scope above.
- Furnishing, installation and wiring of Lighting Controls.
- Installation of dampers, airflow measuring stations, valves, immersion wells, pressure taps, or flow meters as listed in the above scope of work.

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- After hours, weekend, or holiday work
- Any 120V wiring unless noted in the scope above.
- Test & Balance Coordination.
- The Customer shall provide local building (LAN) and citywide network (WAN) connectivity support and physical network switch ports at City Hall and Water Filtration Plants. JCI shall provide and install network cabling from Customer's network switch to new supervisory panels.

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ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

M&V Services: The work to be performed as defined in Schedule 2, Section VI. The cost of this work is for the Installation Period only and is shown in Schedule 4.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $4,926,184 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $202,898 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $5,129,082, as set forth in the Total Project Benefits table below.

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Total Project Benefits

Year	Guaranteed Measured Utility Cost Avoidance*	Guaranteed Non-Measured Utility Cost Avoidance*	Rebates / Incentives (Not Guaranteed)	Operations & Maintenance Cost Avoidance**	Other Benefits***	Capital Cost Avoidance	Annual Project Benefits
1	$ 6,136	$ 36,657	$ 17,626	$ 19,605	$ 14,653	$ 810,000	$ 904,677
2	$ 6,443	$ 38,489	$ -	$ 20,193	$ 17,333	$ 100,000	$ 182,459
3	$ 6,765	$ 40,414	$ -	$ 20,799	$ 20,306	$ 100,000	$ 188,284
4	$ 7,103	$ 42,435	$ -	$ 21,423	$ 20,631	$ 100,000	$ 191,592
5	$ 7,459	$ 44,556	$ -	$ 22,066	$ 20,970	$ 100,000	$ 195,050
6	$ 7,831	$ 46,784	$ -	$ 22,728	$ 21,322	$ 100,000	$ 198,665
7	$ 8,223	$ 49,123	$ -	$ 23,409	$ 21,688	$ 100,000	$ 202,443
8	$ 8,634	$ 51,579	$ -	$ 24,112	$ 22,068	$ 100,000	$ 206,393
9	$ 9,066	$ 54,158	$ -	$ 24,835	$ 22,464	$ 100,000	$ 210,523
10	$ 9,519	$ 56,866	$ -	$ 25,580	$ 22,876	$ 100,000	$ 214,841
11	$ 9,995	$ 59,710	$ -	$ 26,348	$ 23,304	$ 100,000	$ 219,356
12	$ 10,495	$ 62,695	$ -	$ 27,138	$ 23,749	$ 100,000	$ 224,077
13	$ 11,020	$ 65,830	$ -	$ 27,952	$ 24,212	$ 100,000	$ 229,014
14	$ 11,571	$ 69,121	$ -	$ 28,791	$ 24,694	$ 100,000	$ 234,176
15	$ 12,149	$ 72,577	$ -	$ 29,654	$ 25,195	$ 100,000	$ 239,576
16	$ 12,757	$ 76,206	$ -	$ 30,544	$ 25,716	$ 100,000	$ 245,222
17	$ 13,394	$ 80,017	$ -	$ 31,460	$ 26,257	$ 100,000	$ 251,129
18	$ 14,064	$ 84,017	$ -	$ 32,404	$ 26,821	$ 100,000	$ 257,306
19	$ 14,767	$ 88,218	$ -	$ 33,376	$ 27,407	$ 100,000	$ 263,769
20	$ 15,506	$ 92,629	$ -	$ 34,378	$ 28,016	$ 100,000	$ 270,529
Total	**$ 202,898**	**$ 1,212,084**	**$ 17,626**	**$ 526,794**	**$ 459,680**	**$ 2,710,000**	**$ 5,129,082**

* Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in Section IV below.

** Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate three (3%).

***Other Benefits are detailed in Section II Non-Measured Project Benefits

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C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls.* If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

(ii) *Project Benefits Surpluses.* If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*

(iii) *Additional Improvements.* Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2 and Schedule 2A, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

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II. NON-MEASURED PROJECT BENEFITS

The project benefits identified below were derived using engineering calculations based on industry standards and data provided by the Customer or gathered onsite. These project benefits shall be Non-Measured Project Benefits (as defined above) under this Schedule 2. The amount of the Non-Measured Project Benefits shall be deemed to increase during each year of the Guarantee Term by the escalation percentages set forth in Section IV. UTILITY RATES below.

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Non-Measured Non-Energy Benefits

The following table summarizes the Non-Measured Non-Energy Benefits and applicable escalation rates and each is described in the following subsections.

Non-Measured Non-Energy Benefits	Annual Benefit*	Year 1 Benefit**	Escalation
O&M - Lighting Material Savings	$ 1,773	$ 1,826	3%
O&M - Other FIM Material Savings	$ 17,261	$ 17,779	3%
Capital Cost Avoidance - CH Chiller, WFP boiler***		$ 710,000	0%
Capital Cost Avoidance - DPW Renovation	$ 100,000	$ 100,000	0%
Other Benefits - Utility Accounts Clean-up	$ 12,171	$ 12,171	0%
Other Benefits - City Wide - Manhole Rehab - Infiltration****	$ 7,231	$ 2,482	4%

*Annual benefits are calculated based on the Base Utility Cost as shown in section IV.
** Year 1 benefits are calculated based on the Base Utility Cost and escalation rate as shown in section IV.
***This is a one-time contribution so applicable to Year 1 only
****Year 1 is 33% of the annual value

Operations & Maintenance (O&M) Cost Avoidance

O&M - Lighting Material *S*avings

Non-measured savings associated with LED Lighting Upgrades include material savings for replacement bulbs and ballasts. The new lamps and ballasts will fail at a lesser rate than the existing lamps and ballasts, as the rated life of the new lamps and ballast (in most cases) is greater than the rated life of the existing equipment. Material warranties of the proposed equipment are also factored into the savings calculations.

Below are the equations used to calculate the annual material savings for each type of fixture.

- **Lamp Unit Cost per Hour** = Average Lamp Cost ÷ Average Lamp Life.
- **Ballast Unit Cost per Hour** = Average Ballast Cost ÷ Average Ballast Life.
- **Existing Annual Lamp Material Cost per Fixture** = Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour.
- **Existing Annual Ballast Material Cost** per Fixture= Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour.
- **Proposed Annual Lamp Material Cost per Fixture** = (Project Term - Proposed Lamp Warranty Period) x Burn Hours × Quantity of Lamps ÷ Lamp Unit Cost per Hour ÷ Project Term.
- **Proposed Annual Ballast Material Cost per Fixture** = (Project Term – Proposed Ballast Warranty Period) x Burn Hours × Quantity of Ballasts ÷ Ballast Unit Cost per Hour ÷ Project Term.
- **Annualized Project Term Material Savings** = Existing Quantity of Fixtures × (Existing Annual Lamp Material Cost per Fixture+ Existing Annual Ballast Material Cost per Fixture) – Proposed Quantity of Fixtures x (Proposed Annual Lamp Material Cost per Fixture + Proposed Annual Ballast Material Cost)

O&M – Other FIM Material Savings

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Project benefits include operations and maintenance cost avoidance as a result of the installation of new equipment as details in Schedule 1. The total avoided cost listed below per FIM is the average total annual cost paid to outside vendors based on two tables provided by the Customer as shown below.

O&M - Other FIM Material Savings	Invoice Scope	Building	Annual Benefit*	Year 1 Benefit**
Chiller & CHW Pump, controls, HHW pump & Controls	chiller	City Hall	$ 7,333	$ 7,553
Window Replacement	window	City Hall	$ 180	$ 185
Building Renovations	reno	DPW	$ 4,709	$ 4,850
Boiler & HHW Pump & Controls	boiler	WFP	$ 3,404	$ 3,506
VRF System & Window Film	dx	WFP	$ 1,635	$ 1,684
		Total	**$ 17,261**	**$ 17,779**

*Annual benefits are calculated based on the Base Utility Cost as shown in section IV.
** Year 1 benefits are calculated based on the Base Utility Cost and escalation rate as shown in section IV.

The Customer provided invoice records from February 28, 2020 through December 19, 2025 and advised the following repair related invoices be included. The annualized value is included in the table above.

Vendor Name	Vendor Code	Invoice Date	Amount	Avg of 5.8 year	include (x)	Scope	Facility	Description	Reference #	Invoice #
HURST MECHANICAL	9109	02/20/2023	$ 1,829	$ 315	x	boiler	WFP	BOILER MAINT @WFP	0000246061	12470618
HURST MECHANICAL	9109	03/31/2023	$ 465	$ 80	x	boiler	WFP	BOILER MAINT @WFP	0000248125	12471906
HURST MECHANICAL	9109	12/06/2023	$ 735	$ 127	x	boiler	WFP	BOILER REPAIR @WFP	0000257246	12479871
HURST MECHANICAL	9109	12/22/2023	$ 970	$ 167	x	boiler	WFP	BOILER REPAIR @WFP	0000257694	12480359
AMERICAN MECHANICAL SERVICES OF W M	631	08/12/2022	$ 4,760	$ 819	x	chiller	CH	REPAIR AC CH	0000241056	I-14728-1
AMERICAN MECHANICAL SERVICES OF W M	631	03/08/2023	$ 630	$ 108	x	chiller	CH	BOILER CHILLER PUMP CH	0000248619	I-15328-1
AMERICAN MECHANICAL SERVICES OF W M	631	02/08/2023	$ 525	$ 90	x	chiller	CH	BOILER CHILLER PUMP CH	0000248620	I-15265-1
AMERICAN MECHANICAL SERVICES OF W M	631	04/19/2023	$ 3,713	$ 639	x	chiller	CH	INSTALL CHILLER PUMP CH	0000248622	I-15100-1
AMERICAN MECHANICAL SERVICES OF W M	631	07/28/2023	$ 571	$ 98	x	chiller	CH	RELIEF VALVE FOR CHILLER CH	0000254744	I-15719-1
AMERICAN MECHANICAL SERVICES OF W M	631	09/27/2023	$ 31,287	$ 5,384	x	chiller	CH	CITY HALL CHILLER REPAIRS	0000256219	I-15874-1
HURST MECHANICAL	9109	05/24/2024	$ 751	$ 129	x	chiller	CH	CITY HALL CHILLER	0000264244	12485654
AMERICAN MECHANICAL SERVICES OF W M	631	09/12/2024	$ 188	$ 32	x	chiller	CH	CHILLER REPAIR C.H.	0000267386	18230
AMERICAN MECHANICAL SERVICES OF W M	631	07/14/2025	$ 188	$ 32	x	chiller	CH	CITY HALL AC REPAIR	00279718	18802
NORTHSIDE HEATING, COOLING	14896	05/16/2022	$ 425	$ 73	x	dx	WFP	HVAC MAINTENANCE & REPAIR @WFP	0000235973	141544
NORTHSIDE HEATING, COOLING	14896	07/27/2022	$ 2,415	$ 416	x	dx	WFP	HVAC MAINTENANCE & REPAIR @WFP	0000238168	15314
NORTHSIDE HEATING, COOLING	14896	07/22/2022	$ 4,710	$ 811	x	dx	WFP	HVAC MAINTENANCE & REPAIR @WFP	0000239248	143237
HURST MECHANICAL	9109	07/28/2023	$ 663	$ 114	x	dx	WFP	SERVICE CALL FOR BREAKROOM AC @WFP	0000254624	12475655
HURST MECHANICAL	9109	12/17/2024	$ 417	$ 72	x	dx	WFP	HVAC REPAIR ATTIC UNIT 3	00271834	12491548
HURST MECHANICAL	9109	09/30/2025	$ 296	$ 51	x	dx	WFP	LAB AC TROUBLESHOOTING	00282642	12500364
HURST MECHANICAL	9109	09/30/2025	$ 574	$ 99	x	dx	WFP	LAB AC TROUBLESHOOTING	00282643	12500111
AMERICAN MECHANICAL SERVICES OF W M	631	06/15/2020	$ 270	$ 46	x	reno	DPW	AIR CONDITIONING REPAIR DPW	0000212488	13938
AMERICAN MECHANICAL SERVICES OF W M	631	03/08/2022	$ 105	$ 18	x	reno	DPW	HEAT IN LOCKER ROOM DPW	0000233453	15359
AMERICAN MECHANICAL SERVICES OF W M	631	01/23/2024	$ 6,990	$ 1,203	x	reno	DPW	TUBE HEATER REPAIR DPW	0000259624	I-16193-1
AMERICAN MECHANICAL SERVICES OF W M	631	09/13/2024	$ 188	$ 32	x	reno	DPW	FURNACE REPAIR DPW	0000267387	18231
AMERICAN MECHANICAL SERVICES OF W M	631	03/21/2025	$ 883	$ 152	x	reno	DPW	HEATER REPAIR DPW	00274732	18582
AMERICAN MECHANICAL SERVICES OF W M	631	04/21/2025	$ 188	$ 32	x	reno	DPW	FURNACE REPAIR DPW	00275936	18625
AMERICAN MECHANICAL SERVICES OF W M	631	07/14/2025	$ 11,500	$ 1,979	x	reno	DPW	DPW NEW AC UNIT	00279714	18774
AMERICAN MECHANICAL SERVICES OF W M	631	07/14/2025	$ 834	$ 144	x	reno	DPW	MECHANIC OFFICE AC REPAIR	00279715	18777
AMERICAN MECHANICAL SERVICES OF W M	631	07/14/2025	$ 125	$ 22	x	reno	DPW	ENGINEERING AC REPAIR, MAIN OFFICE DIAGNOSTICS	00279717	18779
AMERICAN MECHANICAL SERVICES OF W M	631	07/30/2025	$ 6,280	$ 1,081	x	reno	DPW	DPW OFFICE AC REPLACEMENT	00280074	18826
Oceana Glass			$ 500	$ 86	x	window	CH	Replace 2 Fogged Windows City Hall		
Muskegon Glass			$ 548	$ 94	x	window	CH	Clerk's/Records Office Window		

In addition, related to the Water Filtration Plant (WFP) boiler replacement FIM, the Customer provided additional boiler repair invoice records from 2003 to 2024 and advised the following additional boiler repair invoices be included. The total amount is $57,025 divided by 21 years results in an average annual cost of $2,715. This was added to the $689 average annual cost from the above table totaling $3,404 for boiler repairs.

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Expected Check Run Date	Vendor Name	Vendor Code	Invoice Date	Amount	State	include	Description	Reference #	Invoice #
03/29/2024	DEAN BOILER, INC.	5443	11/16/2023	2,357.33	Approved	x	BOILER REPAIRS	0000260667	93339
03/29/2024	DEAN BOILER, INC.	5443	02/15/2024	11,856.16	Approved	x	BOILER #1 REPAIR	0000260668	94230
07/14/2023	DEAN BOILER, INC.	5443	12/21/2022	3,845.63	Approved	x	BOILER REPAIR	0000251083	90397
07/14/2023	DEAN BOILER, INC.	5443	12/21/2022	575.00	Approved	x	BOILER REPAIR	0000251084	90458
05/12/2023	RL DEPPMANN	32666	04/13/2023	2,969.88	Approved	x	BOILER REPAIR	0000248633	5624086
12/03/2021	RL DEPPMANN	32666	11/15/2021	4,338.58	Approved	x	MISC BEARING ASSEMBLIES, SEAL KITS, ETC	0000229597	5587680
11/12/2021	RL DEPPMANN	32666	10/28/2021	3,375.62	Approved	x	SOFT SEAT TRIPLE DUTY VALVE	0000228839	5586312
03/26/2021	DEAN BOILER, INC.	5443	02/08/2021	1,605.00	Approved	x	BOILER TROUBLESHOOT & REPAIR	0000220672	84647
02/26/2021	DEAN BOILER, INC.	5443	01/26/2021	5,746.25	Approved	x	TUBE REPLACEMENT ON FLEX 700-300-160W	0000219896	84591
01/22/2021	R. L. DEPPMANN COMPANY	32665	12/03/2020	2,133.00	Approved	x	BOILER PUMP REPAIR	0000218792	5563717
01/22/2021	R. L. DEPPMANN COMPANY	32665	12/02/2020	1,041.30	Approved	x	BOILER PUMP REPAIR	0000218793	5563641
01/22/2021	R. L. DEPPMANN COMPANY	32665	12/30/2020	1,170.00	Approved	x	BOILER PUMP REPAIR SHAFT	0000218797	5565926
04/24/2020	DEAN BOILER, INC.	5443	04/02/2020	510.00	Approved	x	WEST BOILER REPAIR	0000210449	82079
03/27/2020	DEAN BOILER, INC.	5443	02/21/2020	410.00	Approved	x	BOILER REPAIR WEST BOILER	0000209472	81734
03/27/2020	DEAN BOILER, INC.	5443	03/18/2020	418.92	Approved	x	WEST BOILER REPAIR	0000209596	81870
03/27/2020	DEAN BOILER, INC.	5443	03/02/2020	763.30	Approved	x	WEST BOILER REPAIR	0000209597	81872
02/22/2019	DEAN BOILER, INC.	5443	01/30/2019	363.50	Approved	x	BOILER RPR-WEST BOILER	0000194896	78786
02/29/2016	DEAN BOILER, INC.	5443	02/15/2016	1,626.92	Approved	x	DEAN BOILER-EMER.BOILER REPAIR	0000161305	02/15/2016
02/01/2016	DEAN BOILER, INC.	5443	01/13/2016	1,004.00	Approved	x	DEAN BOILER-BOILERS REPAIR	0000160412	01/13/2016
06/27/2014	DEAN BOILER, INC.	5443	06/11/2014	6,121.59	Approved	x	BOILER SYSTEM REPAIRS	0000145232	28545
03/04/2013	DEAN BOILER, INC.	5443	02/18/2013	846.00	Approved	x	DEAN BOILER INC -T SHOOT & REPAIR BOILER	0000132942	02/18/2013
04/13/2012	DEAN BOILER, INC.	5443	03/15/2012	3,947.00	Approved	x	REPAIR OF HEAT EXCHANGER	0000124326	60170

Capital Cost Avoidance

Customer advised JCI that the Customer contribution toward the improvement of Customer facilities will be made in the amounts shown below. Customer acknowledges and agrees that the amounts reasonably represent the amount the Customer will contribute to upgrade facilities as part of this project. These amounts are derived from the Customer's capital improvement plan (CIP) budget for fiscal year 23/24 to 28/29. The CH Chiller and WFP Boiler Capital Contributions apply to Year 1 only; DPW Renovation is an annual capital contribution throughout the term of this Agreement.

- CH Chiller FY25/26 $400,000
- WFP Boiler FY28/29 $310,000, A/C
- DPW Renovation $100,000 FY 23/24, FY26-FY29. Annual for 20yrs.

Other Benefits

Other Benefits - Utility Account Clean-up

This includes closing utility accounts with low or no usage and requesting repayment of sales tax incorrectly charged to the Customer as described below.

Close the following utility accounts with no or low usage

Water Accounts with no usage from 7/2022 to 6/2024.

Customer Name	Service Address	Account Number	Assumed type	Estimated Savings ($/yr)
CITY OF MUSKEGON	433 E ISABELLA AVE	113007100	water & sewer	$ 198.24
CITY OF MUSKEGON	298 ALLEN AVE LAWN	205390001	water only	$ 155.64
CITY OF MUSKEGON	1183 PINE ST	208170106	water & sewer	$ 198.24
CITY OF MUSKEGON	955 4TH ST LAWN	299005002	water only	$ 155.64
SMITH PLAYFIELD	CORNEROFSUMNER&WOOD	386001501	water only	$ 155.64
CITY OF MUSKEGON-PARKS	CORNEROFLAKETON&JEFFERSON LAWN	386005301	water only	$ 155.64
CITY OF MUSKEGON	CORNEROFPECK&HARTFORD	386007001	water only	$ 155.64
PERE MARQUETTE	1631 BEACH ST VEND-LINE	386027601	water only	$ 155.64
PARKS-LAWN	CORNEROFEIGHTH&SHORELINE	386031001	water only	$ 155.64
CITY OF MUSKEGON	CORNEROFSEVENTH&LAKETON LAWN	386033301	water only	$ 155.64
CITY OF MUSKEGON -PARK-LAWN	W WESTERN AVE WEST E	386750001	water only	$ 155.64
HARTSHORN MARINA #B	920 W WESTERN AVE HARTSH	387004501	water only	$ 155.64
RESTLAWN CEMETERY OFFICE	1400 KENNETH ST	388016001	water & sewer	$ 198.24
EVERGREEN CEMETERY	W GRAND AVE	388017001	water & sewer	$ 198.24
			Total	**$ 2,349**

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For water accounts the savings per year is calculated as twelve times the current monthly billing rate for a 1" commercial meter and assuming sewer is only applicable to those listed above. Total expected savings is $2,349/yr.

DTE Energy (DTE) Gas Accounts with no usage from 10/13/2023 to 6/13/2025:

Account Number	Billing Code ID	Service Provider	Service Address	Meter Number	Notes	Estimated Savings ($/yr)
910021156930	0005306 B	DTE Gas Company Delivery Charges	1400 Kenneth St, Muskegon, MI	40202122510 9	0 ccf/month 10/13/23-6/13/25	$ 636.68
910021143904	0005306 B	DTE Gas Company	391 Irwin Ave, Muskegon, MI	40409456210 9	0 ccf/month 10/13/23-6/13/25	$ 636.68

For DTE gas accounts, the savings per year are calculated as the sum of the latest 12 months of bills (6/14/2024-6/13/2025). Total expected savings is $1,273/yr.

Consumers Energy (Consumers) Electric Accounts with low or no usage from 8/2024- 7/2025:

Contract Account	House #	Street	Usage (kWh/yr)	Estimated Savings ($/yr)
100005030711	1447	BEACH ST	0	$ 344.23
100005770365	2111	MCGRAFT PARK	0	$ 315.54
100009592179	1792	JEFFERSON ST	0	$ 315.54
100039099799	1449	Beach St	0	$ 315.54
100073014183	430	N Causeway St	0	$ 315.54
100082636182	396	W CLAY AVE	0	$ 315.54
103032454391	880	1ST ST	0	$ 194.19
103033822638	1102	6TH ST	0	$ 315.54
100009590462	298	MORRIS AVE	2	$ 315.86
100011334024	221	HOUSTON AVE	10	$ 317.12
100005035702	1921	FRISBIE ST	14	$ 317.76
100011289228	1160	MADISON ST	14	$ 317.82
100009592476	303	MONROE AVE	22	$ 319.04
100009592260	533	W MUSKEGON AVE	25	$ 319.55
103033764541	248	MASON AVE	25	$ 324.98
100005035520	1431	BEACH ST	26	$ 319.77
100005771298	2480	LEBOEUF ST	26	$ 319.67
100010575932	1290	PECK ST	27	$ 319.84
100009592567	1777	7TH ST	29	$ 320.11
100010575825	310	E LAKETON AVE	31	$ 320.42
100010575650	656	E LAKETON AVE	48	$ 323.30
100009529577	730	TERRACE ST	73	$ 327.22
100009529999	570	W SOUTHERN AVE	97	$ 330.68

For Consumers electric accounts, the savings per year are calculated as the sum of the latest 12 months of bills (8/2024-7/2025). Total expected savings for no use accounts is $2,431/yr and for low usage accounts is $4,813/yr.

Request sales tax repayment for the following Consumers electric accounts: Total expected repayment for sales tax accounts is $2,609 for billing dates 7/2023-7/2025. Since the date spans a two year period, we have included the value of only one year tax repayment, $1,305.

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Contract Account	House #	Street	Sum of Tax Amount
100039099799	1449	Beach St	$ 1.68
100082636182	396	W CLAY AVE	$ 11.92
100087822704	2075	MANN ST	$ 120.10
100087822720	1891	BOURDON ST	$ 132.43
100088344286	1194	PINE ST	$ 67.57
100088471170	500	N Causeway St	$ 47.76
100088737331	720	YOUNG AVE	$ 268.04
100090180819	2520	HENRY ST	$ 75.74
100090223791	1651	BEACH ST	$ 82.99
100091300366	1490	LAKESHORE DR	$ 46.70
100092787041	1665	E LAKETON AVE	$ 223.92
100094793468	280	W LAKETON AVE	$ 68.73
100097720757	1728	TERRACE ST	$ 30.01
100102779004	320	SHORELINE DR	$ 46.04
103030705240	242	W WESTERN AVE	$ 46.12
103032454391	880	1ST ST	$ 46.15
103033764541	248	MASON AVE	$ 5.26
103041651177	610	W Western Ave	$ 439.92
103043166547	1095	3RD ST	$ 18.81
103043166570	1095	3RD ST	$ 478.73
103043639543	433	E ISABELLA AVE	$ 55.80
103043639550	435	E ISABELLA AVE	$ 126.47
103043639568	1183	TERRACE ST	$ 23.33
103044619114	1192	PINE ST	$ 16.46
103049890983	918	W WESTERN AVE	$ 127.92

Other Benefits - City Wide – Sewer Manhole Rehab –Infiltration

The savings for manhole rehabilitation is a result of reduced infiltration of groundwater and rainwater going from the City to the wastewater treatment plant.

Daily sewer flow data (gallons) for the City's 8 lift stations and precipitation (inches) was provided by the City on November 13, 2025 for a two year period spanning November 13, 2023 through November 12, 2025 and is the basis for the savings calculations. The total gallons (2,693,653,900) for this period is divided by the number of days included (731) and multiplied by 365 to calculate the average annual flow (City flow) as 1,344,984,505 gallons/yr.

To calculate the rainwater infiltration, each day is flagged either a "dry" day (if precipitation was zero) or a "wet" day (if precipitation was greater than zero). The average daily flow rate for dry days (dry flow) and wet days (wet flow) were calculated using this flag resulting in 3,674,618 gallons/day and 3,701,148 gallons/day respectively. The percent increase of flow with a rain event is then calculated as 0.7% based on the below equation and this is multiplied by the average annual flow to estimate the annual rainwater flow (Rain flow) as 9,710,425 gal/yr.

$$\%\ increase\ w/rain = \frac{wet\ flow - dry\ flow}{dry\ flow}$$

If all the City's 2,743 manholes that were surveyed and rated in 2017 were rehabbed an assumption of 3% savings would be applied to the average annual flow (City flow) to calculate groundwater infiltration savings and 20% would be applied to the annual rainwater flow (Rain flow) to calculate rainwater infiltration savings based on our subcontractors experience. However, in this case, 108 manholes (3.94%) were selected by the City as those in the worst overall condition based on a rate of failure rating applied to each manhole and only these are included in the scope. Given an infiltration rating was also assigned to all manholes in the 2017 manhole survey and the selected manholes investigated on December 12, 2025 a percent adjustment is calculated (% adj). For each infiltration rating from 1 through 4 a percent surveyed (% surveyed 2025) is calculated by counting the number of manholes in the 2025 survey ($count_{2025}$) and dividing by the number of manholes in the 2017 survey ($count_{system}$) and it is multiplied by the infiltration rating to calculate a total weighted average rating as shown below.

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infiltration rating	$Count_{system}$	$Count_{2025}$	% surveyed 2025	weighted avg rating
1	1413	20	1%	1%
2	1230	55	4%	9%
3	89	27	30%	91%
4	11	6	55%	218%
2.5				**3.20**

The % selected (3.94%) is multiplied by this total weighted average rating (3.20) and divided by the straight average rating (2.5) to estimate the percent adjustment as 5% (%adj).

Groundwater savings=% adj x 3% savings x City flow= 5% x 3% x 1,344,984,505 = 2,020,661 gallons/yr

Rainwater savings=% adj x 20% savings x Rain flow= 5% x 20% x 9,710,425 = 97,739 gallons/yr

Total savings = groundwater savings + rainwater savings

The rate $3.4/kgal is calculated based on the required revenue ($4,934,200) divided by the 3 year average flow in kgal/yr (3.979 mgd x 365d/yr x 1000kgal/1 mgal=1,452,335 kgal/yr) from the document below.

Exhibit C - Contributed Flow Data and Service Charge Calculation

Table 1

Proposed *Service Charge Calculation for FY 2025*

Based on Required Revenue of $12.5 Million

		*Flow for Data Years * 2022 through 2024 - mgd*					FY 2025 ***Potential*** Charges	
		DY 2022	DY 2023	DY 2024	3-yr Avg	SHARE	Required Revenue	Monthly Charge
	Flow							
1	City of Muskegon	4.006	4.003	3.928	***3.979***	***39.47%***	$4,934,200	$411,200
2	City of N Shores	2.012	1.840	1.900	***1.918***	***19.02%***	2,377,900	198,200
3	Muskegon Township	0.813	1.156	1.102	***1.023***	***10.15%***	1,269,000	105,800
4	North Muskegon	0.266	0.234	0.237	***0.246***	***2.44%***	305,000	25,400
5	Laketon Township	0.274	0.312	0.320	***0.302***	***2.99%***	374,100	31,200
6	Muskegon Heights	0.589	0.578	0.574	***0.580***	***5.76%***	719,600	60,000
7	Roosevelt Park	0.363	0.370	0.348	***0.360***	***3.57%***	446,700	37,200
8	City of Whitehall	0.754	0.735	0.688	***0.726***	***7.20%***	899,900	75,000
9	City/Twp of Montague	0.170	0.181	0.178	***0.176***	***1.75%***	218,800	18,200
10	Whitehall Township	0.085	0.125	0.093	***0.101***	***1.00%***	125,000	10,400
11	Egelston Township	0.372	0.331	0.558	***0.420***	***4.17%***	521,100	43,400
12	Fruitport Township	0.172	0.173	0.177	***0.174***	***1.73%***	216,000	18,000
13	Cedar Creek	0.030	0.034	0.031	***0.032***	***0.31%***	39,300	3,300
14	Dalton Township	0.044	0.043	0.034	***0.040***	***0.40%***	49,900	4,200
15	Fruitland Township	0.002	0.003	0.003	***0.003***	***0.03%***	3,500	300
16	Total Local Units	9.953	10.117	10.171	***10.080***	***100.00%***	**$12,500,000**	$1,041,800

** Data Years defined as July through June. For example Data Year 2024 includes July 2023 through June 2024, etc.*

The total saving is multiplied by the percent below (% deration) to reduce the savings for the first few years given that the rate the City pays the WWTP is based on the average flow for the past three years. After year 2 the full savings are realized.

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Year	% Deration	$/yr saved	units (kgal/yr)
1	33%	$2,386	702
2	66%	$4,773	1,405
3	100%	$7,231	2,128

Non-Measured Energy Benefits

Calculated FIM savings, shown below, are in base Year dollars. Utility rates were multiplied by the utility savings reported in each FIM section below. Values calculated in each FIM section based on equation inputs will vary comparatively due to rounding. Escalation and utility rates applied are further described in Section IV.

Building - FIM	Annual Benefit*	Year 1 Benefit**
Public Works - Renovation	$ 16,094	$ 16,899
Water Filtration Plant - Boiler Replacement	$ 726	$ 762
Water Filtration Plant - Air Conditioning Updates	$ (250)	$ (262)
City Hall - Chiller & Pump Replacement & Rebalance Hot Water System	$ 2,609	$ 2,739
City Hall - Window Replacement	$ 575	$ 604
City Hall - Envelope	$ 15	$ 16
Hartshorn Marina - Domestic Water Heater Replacement	$ 48	$ 50
Restlawn Cemetery - Irrigation Controller Upgrade	$ 3,274	$ 3,437
Parks - Irrigation Controller Upgrade	$ 11,821	$ 12,412
Total	**$ 34,911**	**$ 36,657**

**Annual benefits are calculated based on the Base Utility Cost as shown in section IV.*

*** Year 1 benefits are calculated based on the Base Utility Cost and escalation rate as shown in section IV.*

DPW Renovation – HVAC & Lighting Replacements – Electric & Gas Savings

The DPW Renovation energy savings estimate used computer simulation software (eQuest) to predict energy use compared to the code baseline model. This method is used to assess the performance of all Improvement Measures in a facility; multiple runs of the simulation tool allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project. Each simulation model run is shown along with the energy related specifications gathered from the 25% design development drawings issued 02/27/2026.

	Consumption		Annual Benefit
Simulation Run	Electric (kWh/yr)	Natural gas (ccf/yr)	Savings ($/yr)
Code Baseline	321,053	23,036	$ 47,482
As Designed	140,772	24,216	$ 31,815
Savings	180,281	(1,180)	$ 15,667

The below ‘as designed’ efficiencies are the minimum efficiency level required to achieve the calculated savings:

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Equipment	Code Requirement	As Designed
Hot Water Boiler - HE condesing boiler, 2@1759 MBH	80% thermal Efficiency	88% thermal Efficiency at 180 EWT/94% thermal Efficiency at 140 EWT
	Cooling 9.3 EER 12.3 IEER	10.6 EER - 13.0 IEER
Heat Pump - 25 ton*	Heating 3.2 COP at 47 deg F and 2.05 at 17 deg. F	3.3 COP at 47 Deg F and 2.13 at 17 deg. F
Single Zone VAV w/gas heating & Dx cooling**	17.5 ton single zone VAV w/ Gas heat 10.8 EER 14.6 IEER	12.2 EER and 15.7 IEER (not in 25% DD, based on JCI selection of Lennox Enlight unit)
HVAC Controls	Standard controls. Setback 10 deg. In winter and 5 degrees in summer. No occupancy diversity in HVAC.	Adjusted setback to 15 deg. In winter and 10 degrees in summer. When occupancy sensors indicate unoccupied Office area VAV boxes go to zero flow, single zone unit serving the community room sets back temperature by >=5F. Model: Estimated 10% of time would setback
Lighting	0.7 W/SF for all spaces except parking garages. And .13 w/SF parking garages	0.23 W/SF for all except parking garage

* This references the primary unit in the drawings (does not consider the less efficient alternative unit proposed).
**JCI specified this unit, not listed in the 25% design development drawings issued 02/27/2026.

The calculated benefits will be validated via an Operational Verification approach. Operational Verification activities as described in section VI Measurement & Verification Services will be performed to help the Customer ensure that the FIMs are installed and commissioned, as expected. This serves as a low-cost method to assess general savings potential.

DPW Renovation – Domestic Water Fixture Retrofits – Water Savings

The savings for this FIM are generated through a reduction in water usage at the fixtures. Therefore, the measurement boundary is the fixture itself.

The pre-retrofit and post-retrofit flows for the fixtures included in this FIM are listed below by fixture type. The total number of each fixture type and the post-retrofit flow rate is from the 25% design development drawings issued 02/27/2026. The pre-retrofit flow rate is assumed to equal the code compliant maximum flow rate. The below 'post retrofit' flow rate is the maximum flow rate allowed to achieve the expected savings:

Type	QTY	Pre-Retrofit Flow Rate	Post-Retrofit Flow Rate
WATER CLOSET (gpf)	14	1.60	1.28
URINAL (gpf)	7	1.00	0.13
SHOWER (gpm)	6	2.50	1.20

The annual savings is calculated according to the following formulas:

$$Savings = Consumption_{base} - Consumption_{post}$$

The baseline and post-retrofit total water usage ($Consumption_{base}$ & $Consumption_{post}$) is the calculated total annual water usage (kgal/yr) of the existing and proposed fixtures as listed below:

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Savings Summary		Fixture Daily Uses			Fixture Daily Uses			Pre-Retrofit Flow (weighted average)			Post-Retrofit Flow (weighted average)			Pre-Retrofit Consumption (Kgal/yr)				Post-Retrofit Consumption (Kgal/yr)			
Facility Name	Facility Days/yr occupation	WC (uses/day)	UV (uses/day)	SH (min/day)	WC (uses/day)	UV (uses/day)	SH (min/day)	Water Closet	Urinal	Shower	Water Closet	Urinal	Shower	Water Closet	Urinal	Shower	Total	Water Closet	Urinal	Shower	Total
PUBLIC SERVICE BLDG DPW	191.22	181.88	109.13	28.60	181.88	109.13	28.60	1.60	1.00	1.50	1.28	0.13	1.20	=O34*P34*X34/1000			90.94	44.52	2.61	6.56	59.91

Where:

The facility days/yr occupation (191.22) is the weighted average occupied days per year based on the population details in the table below

The daily use values per fixture type are calculated based on the population and usage factor assumptions below

The pre-retrofit and post-retrofit flow is the weighted average of all above listed fixture flows.

The following tables show the population and usage factors.

Building	Staff	Seasonal Staff	Community Event
PWB	64	10	15

Usage per person				
Population	Female Water Closet Use (flush/day)	Male Water Closet Use (flush/day)	Urinal Use (flush/day)	Shower (min/day)
Staff	3.00	1.00	2.00	0.80
Seasonal Staff	3.00	1.00	2.00	0.80
Community Event	1.50	0.50	1.00	0.40

Population & usage factor assumptions:

- The building is open 5 days per week, 52 weeks per year minus 10 holidays
- Staff are in building 8 hours per day, and have 10 additional days off per year
- Seasonal staff are in the building ½ the year
- Community event visitors are assumed to be there for 4 hours every other week on a Saturday.
- Individuals will use the restroom 3 times per day in an 8 hour period.
- 50% of each population is male, and they will use the urinal 2/3 of the time.
- Shower usage per person is calculated as avg shower length x % of staff
    - Average shower length is 8 minutes
    - 10% of all staff and community event participants shower per day

The population counts are based on discussions in meetings as documented in the RFI on 1/7/26. The usage factor assumptions are based on the 2015 Uniform Plumbing Code – Appendix L.

The calculated benefits will be validated via an Operational Verification approach. Operational Verification activities as described in section VI Measurement & Verification Services will be performed to help the Customer ensure that the FIMs are installed, commissioned, and performing as expected. This serves as a low-cost method to assess general savings potential.

Water Filtration Plant – Boiler Replacement – Electric

The electric energy savings for this FIM are generated through a reduction in pump speed with the new VFDs that will be set to operate at a fixed speed.

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Savings = AOH x [(nameplate HP x % motor load x conversion factor/motor efficiency) – (nameplate HP x % motor load x 0.746/motor efficiency) x new pump speed^3/ VFD efficiency] = 16,876 kWh/yr

Where,

AOH = 6,772 hrs/yr
nameplate HP=20 HP
% motor load =80%
motor efficiency=91%
conversion factor =0.746 kW/HP
new pump speed = 90%
VFD efficiency = 90%

The annual operating hours (AOH) is based on the climate zone and represent the total hours per year the heating system is on. It is assumed the heating plant is only operating below 65F. Typical meteorological year (TMY) weather data for the Muskegon County Airport is used to total the annual hours for each 5 degree dry-bulb outside air temperature bin from -2.5F to 62.5F. The summation of the bin hours results in the existing annual operating hours (AOH). The pump motor nameplate details the existing pump as a 20 HP pump. The existing pump throttling valve was found at 90% open during the onsite visit; therefore, it is assumed that in the post case the fixed speed VFD will operate the pumps at 90% speed (new pump speed). The other values are assumed based on engineering judgement.

Water Filtration Plant – Air Conditioning Updates
This FIM includes replacing 3 undersized old split systems w/electric reheat (serving the water filtration plant lab, offices, and breakroom) & the IT closet mini-split with a 4-pipe heat recovery VRF system. The new equipment was sized by Progressive Engineering and provides cooling redundancy to the IT closet. The savings for this FIM are generated through a gain in efficiency with the new equipment compared to the existing equipment for both heating and cooling.

Cooling Demand & kWh Savings

Cooling kW savings = (Pre kW/Ton x Pre tons) – (Post kW/Ton x Post tons)

Cooling kWh savings = $EFLH_{cooling}$ x (Cooling kW savings)

Where,

$EFLH_{cooling}$= 462 hrs/yr
Pre tons= 6.5 tons
Post tons= 12 tons
Pre kW/Ton=1.33 kW/ton
Post kW/Ton =1.02 kW/ton

The baseline tonnage (Pre tons) is based on nameplates found on the existing equipment. The baseline efficiency (Pre kW/Ton) is assumed to be 9 EER (1.33 kW/ton) based engineering judgement and the onsite inspection of the R-22 split system as the nameplate efficiency is not legible. The post retrofit tonnage (Post tons) and equipment efficiency (Post kW/Ton) is based on the manufacturer specification sheet.

The equivalent full load hours ($EFLH_{cooling}$) is based on the climate zone and represents the total equivalent hours per year the system is in full cooling. Typical meteorological year (TMY) weather data for the Muskegon County Airport is used to total the annual hours for each 5 degree dry-bulb outside air temperature bin from 70F to 100F. Assuming chiller load would be at 100% full load for the 97.5F and no cooling would be needed at 65F and linear relationship between those temperatures the result is a 3% increase in chiller load per degree outside air temperature. The chiller load is multiplied by the total bin hours to calculate the EFLH for each bin. The summation of the bin EFLH results in the annual EFLH.

Heating kWh Savings

Heating kWh savings = Annual operating hours x (Pre kW– Post kW)

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Where,

Annual operating hours= 231 hrs/yr
Pre kW= 22.00
Post kW= 12.21

The pre kW is the total from the three existing electric reheat nameplates and the post kW is calculated as the VFD tonnage (Post tons) multiped by the kW/ton (Post kW/ton). The electric reheats are used from May through September when the boiler heating system is off. Also given electric reheat cycles on and off based on the temperature setpoint it is assumed, based on engineering judgement, that the electric reheat turns on 23% of the time when the outside air temperature is less than 60F. This results in annual operating hours of 231.

Total kWh Savings

Total kWh savings = Cooling kWh savings + Heating kWh savings

City Hall – Chiller & Pump Replacement & Rebalance Hot Water System

Cooling Demand & kWh Savings
The cooling savings for this FIM accounts for the replacement of the chiller. The cooling savings for this FIM are generated through a gain in chiller efficiency.

Cooling kW savings = Cooling Load (Pre kW/Ton – Post kW/Ton) = 17 kW

Cooling kWh savings = $EFLH_{cooling}$ x (Cooling kW savings) =

Where,

$EFLH_{cooling}$= 462 hrs/yr
Cooling Load = 110 tons

Pre kW/Ton=1.23 kW/ton
Post kW/Ton =1.08 kW/ton

The baseline and post tonnage (Cooling Load) is based on the existing chiller nameplate data as the building cooling load is not expected to change. The efficiencies were determined from manufacturer literature based on the chiller supply setpoint of 45F. The baseline efficiency (Pre kW/Ton) is 9.75 EER (1.23 kW/ton) based on the model number and the performance data found online in the manufacturer literature. The post equipment efficiency (Post kW/Ton) is estimated to be 11.125 EER (1.08 kW/ton) at 110 tons based on the performance data from the new chiller submittal documents.

The equivalent full load hours ($EFLH_{cooling}$) is based on the climate zone and represents the total equivalent hours per year the system is in full cooling. Typical meteorological year (TMY) weather data for the Muskegon County Airport is used to total the annual hours for each 5 degree dry-bulb outside air temperature bin from 70F to 100F. Assuming chiller load would be at 100% full load for the 97.5F bin (based on the ASHRAE 90.1 and the location) and no cooling would be needed at 65F and linear relationship between those temperatures the result is a 3.07% increase in chiller load per degree outside air temperature. The chiller load is multiplied by the total bin hours to calculate the EFLH for each bin. The summation of the bin EFLH results in the annual cooling EFLH.

Chilled Water Pump Demand and kWh savings

The chilled water pump savings for this FIM account for new more efficient chilled water pump motors. The savings are generated through a gain in motor efficiency with the new equipment compared to the existing equipment. A VFD will also be added to the pump and set to a fixed speed to balance the system and set to a fixed speed. The pumps operate lead/lag so only one is assumed on at a time, and thus the savings below only account for 1 pump.

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$$CHW\ pump\ kW_{savings} = nameplate\ HP\ x\ motor\ load\ x\ conversion\ factor\ x\ \left(\frac{1}{Motor\ eff_{base}} - \frac{1}{(Motor\ eff\ xVFD\ eff)_{post}}\right) = 1\ kW$$

Where,

nameplate HP=15 HP
% motor load =90%
conversion factor =0.746 kW/HP
Motor eff_{base}= 81%
Motor eff_{post}= 93%
VFD eff = 95%

The nameplate horse power (nameplate HP) and motor efficiency (Motor eff_{base}) is based on the existing motor nameplate data. The proposed motor efficiency (Motor eff_{post}) assumes a premium efficiency motor ODP 1800 rpm. The other values are assumed based on engineering judgement.

The annual energy savings will be calculated according to:

$$CHW\ pump\ kWh_{Savings} = CHW\ pump\ kW_{savings}(Annual\ Operating\ \mathrm{Hours})$$

Where,

Annual Operating Hours = 1,261 hrs/yr

The annual operating hours is based on the climate zone and represents the total hours per year the cooling system is on. It is assumed the chiller plant is only operating above 70F. Typical meteorological year (TMY) weather data for the Muskegon County Airport is used to total the annual hours for each 5 degree dry-bulb outside air temperature bin from 70Fto 100F. The summation of the bin hours results in the annual operating hours.

Hot Water Pump kWh savings

The hot water pump control savings for this FIM are generated through a reduction in pump speed with the new VFD control that will be set to operate at a fixed differential pressure setpoint allowing the speed to vary as the pressure changes due to hot water valves opening and closing. Since the hot water plant will not be operating at peak utility demand conditions (i.e. design cooling temperature 97.5F) there is no demand savings.

$$HW\ pump\ kWh_{Savings} = kW_{pre}\ x\ hours_{pre} - \sum_{speed_{post}=1}^{n} kW_{OA\ bin}\ x\ hours_{OA\ bin}$$

kWpre=gpm x head/(3960 x Pump Efficiency) x conversion factor / motor efficiency=

Where,

gpm=445
head=30’
Pump Efficiency=80%
conversion factor =0.746 kW/HP
motor efficiency=89%
$hours_{pre}$ = 6,772 hrs/yr
VFD efficiency = 90%

The flow rate (gpm) and pressure (head) are based on the pump nameplate. The annual operating hours ($hours_{pre}$) is based on the climate zone and represent the total hours per year the heating system is on. It is assumed the heating plant is only operating below 65F. Typical meteorological year (TMY) weather data for the Muskegon County Airport is used to total the annual hours for each 5 degree dry-bulb outside air temperature bin from -2.5F to 62.5F. The summation of the bin hours results in the existing annual operating hours ($hours_{pre}$). For the post case,

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the speed will vary with load thus the demand ($kW_{OA\ bin}$) is calculated for each 5 degree dry-bulb outside air temperature bin then multiplied by the hours for the bin ($hours_{OA\ bin}$) and the summation is the total energy consumption for the post case.

$$kW_{OA\ bin} = \frac{kW_{pre} x\ VFD\ speed^3}{VFD\ eff}$$

The post case VFD speed for each outdoor air bin (VFD speed) is estimated based on the heating load with a estimated minimum VFD speed of 40% based on the existing pump throttling valve which was found at 60% open. The heating load is assumed to vary from 100% at 5.5F (based on the ASHRAE 90.1 and the location) to no heating needed at the 65F balance point and varies linearly between. The hours, heating load, VFD speed, kW and total kWh for the post case per outside air bin are shown and summed below.

OA bin	hours	heating load	VFD speed	kW	kWh
62.5	789	4%	40%	0.25	198
57.5	602	13%	40%	0.25	151
52.5	620	21%	40%	0.25	156
47.5	570	29%	40%	0.25	143
42.5	656	38%	40%	0.25	165
37.5	858	46%	46%	0.39	332
32.5	982	55%	55%	0.64	628
27.5	495	63%	63%	0.98	486
22.5	467	71%	71%	1.43	668
17.5	444	80%	80%	2.00	887
12.5	237	88%	88%	2.70	639
7.5	44	97%	97%	3.54	156
2.5	7	100%	100%	3.92	27
-2.5	1	100%	100%	3.92	4
				Total	**4,641**

Pump, motor, and VFD efficiency values are assumed based on engineering judgement.

Total kW & kWh Savings

Total kW savings = Cooling kW savings + CHW pump $kW_{savings}$
Total kWh savings = $Cooling\ kWh\ savings + CHW\ pump\ kWh_{Savings} + HW\ pump\ kWh_{Savings}$

City Hall - Window Replacement
Specific windows will be replaced with more energy efficient models as described in the Scope of Work. Savings is generated due to reduced conduction and solar heat gain due to the reduced U factor and shading coefficient respectively of the new window compared to the existing window. Only cooling savings are included as directed by the Customer given this site's gas account has been closed.

Conduction Savings
Calculated as the difference between the annual heat transfer rate (Q, btu/yr) for the base case vs the post case. The heat transfer rate equation is: $Q = UA\Delta T$. Savings are due to the reduction in the heat transfer coefficient (U).

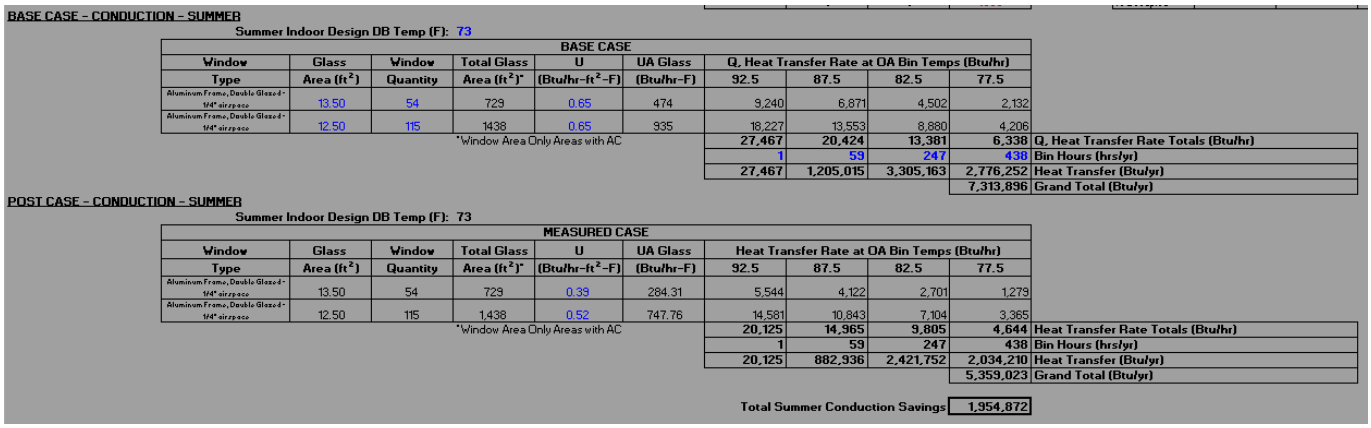
The base case heat transfer coefficient (U_{base}) is based on information gathered onsite for the existing windows (clear double glazed) and Table 2 in Chapter 17 of ASHRAE 2017 Fundamentals Handbook. The post case heat transfer coefficient (U_{post}) is 0.39 for the 54 fixed windows and 0.52 for the 115 operable windows as shown below and specified by the window subcontractor.

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2700 THERMAL U-FACTORS*		
CENTER OF GLASS U-FACTOR	CONFIGURATION AND SIZE	
	FX 47" X 59"	PO CSMT** 59" X 24"
0.48	0.54	0.63
0.36	0.44	0.56
0.30	0.39	0.52
0.24	0.34	0.48
0.20	0.31	0.46

It is assumed, based on engineering judgement, that in summer the setpoint is 73F and cooling only occurs above 75F. Typical meteorological year (TMY) weather data for the Muskegon County Airport is used to total the annual hours for each 5 degree dry-bulb outside air temperature bin from -2.5F to 92.5F.

Conduction savings are calculated as shown below using an outside air temperature bin method for summer and winter months separately. Values in blue are inputs and are only highlighted where it changes from the previous table.



BASE CASE – CONDUCTION – SUMMER

Summer Indoor Design DB Temp (F): 73

BASE CASE										
Window Type	Glass Area (ft²)	Window Quantity	Total Glass Area (ft²)*	U (Btu/hr-ft²-F)	UA Glass (Btu/hr-F)	Q, Heat Transfer Rate at OA Bin Temps (Btu/hr) 92.5	87.5	82.5	77.5	
Aluminum Frame, Double Glazed - 1/4" air space	13.50	54	729	0.65	474	9,240	6,871	4,502	2,132	
Aluminum Frame, Double Glazed - 1/4" air space	12.50	115	1438	0.65	935	18,227	13,553	8,880	4,206	
*Window Area Only Areas with AC						27,467	20,424	13,381	6,338	Q, Heat Transfer Rate Totals (Btu/hr)
						1	59	247	438	Bin Hours (hrs/yr)
						27,467	1,205,015	3,305,163	2,776,252	Heat Transfer (Btu/yr)
									7,313,896	Grand Total (Btu/yr)

POST CASE – CONDUCTION – SUMMER

Summer Indoor Design DB Temp (F): 73

MEASURED CASE										
Window Type	Glass Area (ft²)	Window Quantity	Total Glass Area (ft²)*	U (Btu/hr-ft²-F)	UA Glass (Btu/hr-F)	Heat Transfer Rate at OA Bin Temps (Btu/hr) 92.5	87.5	82.5	77.5	
Aluminum Frame, Double Glazed - 1/4" air space	13.50	54	729	0.39	284.31	5,544	4,122	2,701	1,279	
Aluminum Frame, Double Glazed - 1/4" air space	12.50	115	1,438	0.52	747.76	14,581	10,843	7,104	3,365	
*Window Area Only Areas with AC						20,125	14,965	9,805	4,644	Heat Transfer Rate Totals (Btu/hr)
						1	59	247	438	Bin Hours (hrs/yr)
						20,125	882,936	2,421,752	2,034,210	Heat Transfer (Btu/yr)
									5,359,023	Grand Total (Btu/yr)
								Total Summer Conduction Savings	1,954,872	

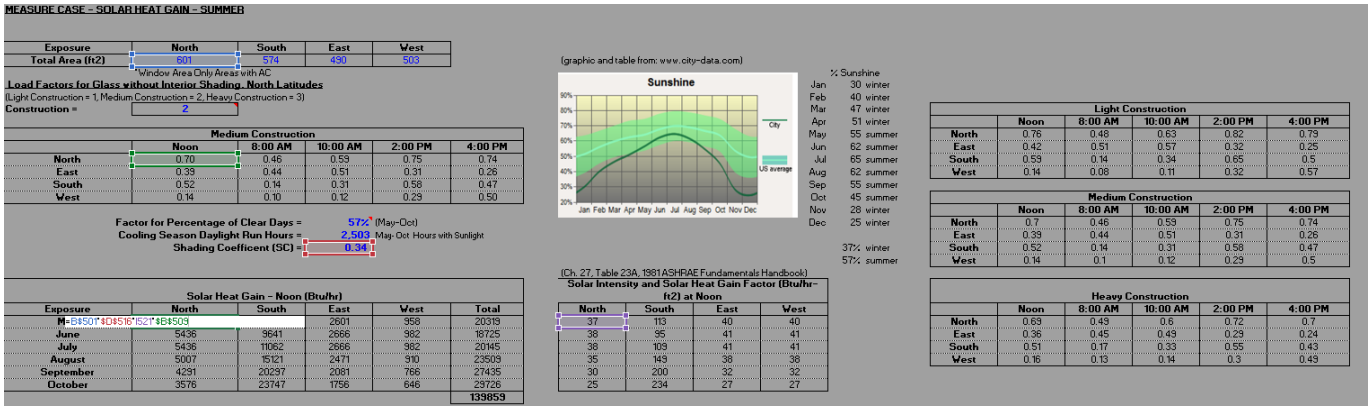
Solar Heat Gain Savings

Calculated as the difference between the annual solar heat gain for the base case vs the post case. Savings are due to the reduction in the shading coefficient (SC). The base case shading coefficient (SCbase) is 0.63 and the post case shading coefficient (SCpost) is 0.34. Values were retrieved from Table 2 in chapter 17 of ASHRAE 2017 Fundamentals Handbook and account for the use of the existing vertical blinds. The base case shading coefficient is based on information gathered onsite (windows are clear double glazed) and that there are vertical blinds. The post case shading coefficient is based on specified by the window subcontractor (windows are low-e, low solar and double glazed). The solar heat gain varies depending on the following and is therefore calculated separately for each combination of:

- Exposure (N, S, E, W)
- Time of day (8am, 10am, noon, 2pm, 4pm)
- Month (May, June, July, August, September, October)

The picture below shows the equation for one scenario associated with the post case. Values in blue are inputs and are only highlighted where it changes from the previous table. The solar heat gain for time t=12 noon is shown in bold at the bottom.

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MEASURE CASE – SOLAR HEAT GAIN – SUMMER

Exposure	North	South	East	West
Total Area (ft2)	601	574	490	503

*Window Area Only Areas with AC

Load Factors for Glass without Interior Shading, North Latitudes

(Light Construction = 1, Medium Construction = 2, Heavy Construction = 3)

Construction = 2

Medium Construction

	Noon	8:00 AM	10:00 AM	2:00 PM	4:00 PM
North	0.70	0.46	0.59	0.75	0.74
East	0.39	0.44	0.51	0.31	0.26
South	0.52	0.14	0.31	0.58	0.47
West	0.14	0.10	0.12	0.29	0.50

Factor for Percentage of Clear Days = 57% (May-Oct)

Cooling Season Daylight Run Hours = 2,503 May-Oct Hours with Sunlight

Shading Coefficient (SC) = 0.34

Solar Heat Gain – Noon (Btu/hr)

Exposure	North	South	East	West	Total
M=B4501*D516*I521*B509			2601	958	20319
June	5436	9641	2666	982	18725
July	5436	11062	2666	982	20145
August	5007	15121	2471	910	23503
September	4291	20297	2081	766	27435
October	3576	23747	1756	646	29726
					139859

(graphic and table from: www.city-data.com)

Sunshine

	% Sunshine	
Jan	30	winter
Feb	40	winter
Mar	47	winter
Apr	51	winter
May	55	summer
Jun	62	summer
Jul	65	summer
Aug	62	summer
Sep	55	summer
Oct	45	summer
Nov	28	winter
Dec	25	winter
	37%	winter
	57%	summer

(Ch. 27, Table 23A, 1981 ASHRAE Fundamentals Handbook)

Solar Intensity and Solar Heat Gain Factor (Btu/hr-ft2) at Noon

North	South	East	West
37	113	40	40
38	95	41	41
38	109	41	41
35	149	38	38
30	200	32	32
25	234	27	27

Light Construction

	Noon	8:00 AM	10:00 AM	2:00 PM	4:00 PM
North	0.76	0.48	0.63	0.82	0.79
East	0.42	0.51	0.57	0.32	0.25
South	0.59	0.14	0.34	0.65	0.5
West	0.14	0.08	0.11	0.32	0.57

Medium Construction

	Noon	8:00 AM	10:00 AM	2:00 PM	4:00 PM
North	0.7	0.46	0.59	0.75	0.74
East	0.39	0.44	0.51	0.31	0.26
South	0.52	0.14	0.31	0.58	0.47
West	0.14	0.1	0.12	0.29	0.5

Heavy Construction

	Noon	8:00 AM	10:00 AM	2:00 PM	4:00 PM
North	0.69	0.45	0.6	0.72	0.7
East	0.36	0.45	0.49	0.29	0.24
South	0.51	0.17	0.33	0.55	0.43
West	0.16	0.13	0.14	0.3	0.49

The total annual solar heat gain is calculated based on the below equation

$$Total\ solar\ heat\ gain = \left(\sum_{time\ t=8,10,12,2,4} Solar\ heat\ gain_t \right) x \frac{1}{6} x\ \%\ clear\ days\ x\ cooling\ season\ daylight\ run\ hours$$

Where solar heat gain$_t$ is summed then divided by 6 months to get the average solar heat gain per hour then multiplied by the percent clear days and the total season daylight run hours. The percent clear days is 57% based on data gathered from 'https://www.city-data.com' for the City of Muskegon. The cooling season daylight run hours 2,503 hours/yr and is based on an average daylight hours per day from 'https://www.weatherspark.com'.

Total kWh Savings

$$Total\ savings = \frac{(\text{Solar heat gain savings } + \text{ conduction savings})}{COP\ x\ conversion\ factor}$$

Where

Solar heat gain savings = 146,679,425 btu/yr
Conduction savings = 1,954,872 btu/yr
COP=3.26 (post case of the chiller FIM)
Conversion factor = 3412 btuh/kW

$$Natural\ Gas\ Savings = NG_{base} \left(\frac{(efficiency_{pre} x\ (1 - radiant\ heat\ loss_{pre})\ x\ (1 - distribution\ loss_{pre})}{(efficiency_{post} x\ (1 - radiant\ heat\ loss_{post})\ x\ (1 - distribution\ loss_{post})} \right) = 59\ \text{ccf/yr}$$

City Hall - Building Envelope

Building envelope improvements decrease the amount of air infiltration and/or exfiltration due to gaps between the walls and roof structures, window frames and door openings. These gaps allow heat to go from inside to outside and the cold outside air to come into the building, increasing heating costs. Only cooling savings are included as directed by the Customer given this site's gas account has been closed.

The savings are calculated as shown below based on the ASHRAE crack method for each month of the year with cooling (March through October) as determined from climate data for KMKG from 'https://www.degreedays.net/':

Total Savings kWh

$$Total\ Savings = \frac{((\text{Bldg Leakage sq mtrs}) \text{ x } (\text{Bldg k factor}) \text{ x } (\text{Wind P Factor}) \text{ x } (\text{CDD}) \text{ x } (.075 \text{ x } .243 \text{ x } 60 \text{ x } 24)}{conversion\ factor\ x\ COP}$$

Where

Bldg Leakage sq mtrs is 0.15 as measured onsite around the doors
Bldg k factor is 110 based on building style and onsite inspection
Wind P Factor varies based on month and climate data as shown below
CDD varies based on month and as shown below

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0.075 is the density of air
0.0243 is the specific heat of air
60 minutes per hour
24 hours per day
COP=3.26 (post case of the chiller FIM)
Conversion factor = 3412 btuh/kW

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Wind Speeds averaged (MPH)	12.00	11.30	11.30	11.50	9.90	9.30	8.80	8.60	9.00	10.50	11.60	11.70
Wind Pressure Factor Calculated "dp^n" (Pa)	6.754	6.232	6.232	6.380	5.219	4.800	4.457	4.322	4.594	5.648	6.454	6.529
CDD/Month (F)	0.0	0.0	5.8	9.9	38.4	203.6	284.7	216.8	104.5	31.0	0.0	0.0
Density of Air (lbm/ft^3)	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075	0.075
Specific Heat of Air (Btu/lbm-F)	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243	0.243

Hartshorn Marina - Water Heater Replacement
Replace the water heater at the Hartshorn Marina with a high efficiency tankless water heater. The gas savings for this FIM are generated through a gain in efficiency with the new equipment compared to the existing equipment.

$$Natural\ Gas\ Savings = NG_{base}\left(\frac{(efficiency_{pre}x\ (1-radiant\ heat\ loss_{pre})\ x\ (1-distribution\ loss_{pre}\ )}{(efficiency_{post}x\ (1-radiant\ heat\ loss_{post})\ x\ (1-\ distribution\ loss_{post}\ )}\right)$$

Where,
NG_{base}=272 ccf
$efficiency_{baseline}$=75%
$efficiency_{post}$=95%
radiant heat $loss_{pre}$=2%
radiant heat $loss_{post}$=1%
distribution $loss_{pre\&post}$=2%

The existing hot water heating load and cost is equal to the total gas usage (NG_{base}) from the utility bills dated 6/14/2024 through 6/13/2025 given the only gas using equipment at the Marina is the water heater. The post retrofit water heater efficiency (efficiency $_{post}$) is based on the manufacturer specification sheet. The baseline efficiency (efficiency $_{baseline}$) and other variables were based engineering judgement and the onsite inspection of the water heater and distribution system.

Restlawn Cemetery & Parks - Water Irrigation Controls

The savings for irrigation controls is a result of reduced irrigation water usage. The sites in this scope of work are currently watered based on a time based schedule. The new controllers will also consider the current and forecasted weather and evapotranspiration to effectively only water when the plants need it. Irrigation season is assumed to be June through October. The savings were calculated as the difference between the existing average annual water usage (calculated from a table the City provided of monthly water consumption from July 2022 through June 2024 as these water meters only serve irrigation areas) and the required annual water usage (Annual Irrigation Demand) calculated based on monthly evaporation & climate data, and existing plant information gathered onsite and shown below. This equation and all assumptions (not specified below) are based on the onsite survey and data from ANSI/ASABE S623.1 Jan2017 (R2002) Determining Landscape Plant Water Demands.

$$Annual\ Irrigation\ Demand\ (\frac{ccf}{yr}) = \sum_{i=month} \frac{(PF\ x\ ET_i - R_i)x\ Area\ x\ 0.6243\ x\ days/month}{0.7\ x\ 1000\ x\ 0.75x0.748}$$

Where
PF= Weighted plant factor 0.7
ET_i= monthly average evapotranspiration in inches for months i (June through October) from https://aquastat.fao.org/climate-information-tool/eto-calculator?lat=43.21899380534885&lon=-86.25659320503473

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R_i=Effective monthly rainfall = 50% x monthly average rainfall in inches for months i (June through October) from https://aquastat.fao.org/climate-information-tool/eto-calculator?lat=43.21899380534885&lon=-86.25659320503473
Area = total square feet of plant area as measured onsite
Days/month= number of days in given month I (June to October)
0.7=Assumed uniformity distribution factor
0.75=Assumed irrigation efficiency
0.6243=conversion to convert depth of water to volume in gallons
1000=conversion from gal to kgal
0.748=conversion from kgal to ccf

Water savings is shown in the table below for all applicable sites

Site Area		Annual Irrigation Demand	Actual Irrigation Usage	Annual Water Savings
Building	Total (sqft)	ccf/yr	ccf/yr	ccf/yr
RESTLAWN CEMETERY-LAWN	663,419	9,526	10,834	1,308
CITY OF MUSKEGON - Seyferth	217,800	2,339	3,083	744
MARSH FIELD - Ball Field	157,252	1,689	2,402	713
PARKS - Terrace and Shoreline	38,768	416	1,911	764
HACKLEY PARK	100,188	1,076	1,674	598
PARKS - Mart and Shoreline	8,712	94	1,797	719
Total	**5,876,244**	**65,513**	**48,902**	**4,846**

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the 2016International Measurement and Verification Protocol (IPMVP), in connection with the provision of M&V Services hereunder.

Option A: Retrofit Isolation: Key Parameter(s) Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

Building - FIM	Annual Benefit*	Year 1 Benefit**
Hartshorn Marina - Lighting	$ 260	$ 273
City Hall - Domestic Water Retrofits	$ 894	$ 938
Water Filtration Plant - Boiler Replacement	$ 4,691	$ 4,925
Total	**$ 5,845**	**$ 6,136**

*Annual benefits are calculated based on the Base Utility Cost as shown in section IV.

** Year 1 benefits are calculated based on the Base Utility Cost and escalation rate as shown in section IV.

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Hartshorn Marina – Lighting Retrofit – Electric Savings

The electric savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in energy used by the lighting system; therefore, the measurement boundary is the lighting system itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-Installation Fixture Power Draw (kW)	Short-term	The pre-retrofit power draw will be measured for a sample of fixtures meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 - using a true RMS meter. Fixtures with similar rated wattages, counts and types were grouped together with a pre-retrofit code. Measured wattages were used when possible. In some situations, typical wattages as published by ANSI (American National Standards Institute) were used. The post-installation wattage of the impacted fixtures will be measured once on the same sample of fixtures meeting the same sampling criteria. The savings will be updated.
Estimated Parameters	**Assumed Value**	**Justification, Source and Description**
Burn Hours	See table below	The lighting system annual run hours by usage group s are agreed to be as shown in the table below. These run hours are based on discussions with the Customer and were agreed upon on 11/24/25. These values will not be measured.

Pre and Post Fixture Power Draw:

Room # or Unique Identifier	Usage Group (Code)	Room Type (Usage Group Description)	Existing Fix Qty	Existing Component Code	Exist System Wattage	ECM Definition	Proposed System Wattage
Docks	DOCK	Dock Pedestal Marina	34	1X7CFL2P	10	Retrofit with a Kit or Reflector - Bollard Fixture, Compact Fluorescent, twin, (1) 7W lampLED 2-Pin G24d Plug-In Lamp (Multiple LED s), (1) 6W, utilizing existing magnetic ballast for operation - RELAMP, 13LED2P	6.000
Mens	RR	Restroom	4	1X40T12MB	31.101	Retrofit - 4' Vanity Fixture, Fluorescent, (1) 40", STD lampLED Tube, (1) 48", 8.5W LED Tube, Line Voltage Type B Direct Wire NON-DIMMING, 4'LEDT-DW	8.500
Womens	RR	Restroom	4	1X40T12MB	31.101	Retrofit - 4' Vanity Fixture, Fluorescent, (1) 40", STD lampLED Tube, (1) 48", 8.5W LED Tube, Line Voltage Type B Direct Wire NON-DIMMING, 4'LEDT-DW	8.500
Storage	ST	Storage	1	4X40INCA	160	Relamp - Vanity Fixture, Incandescent, (4) 40W lampLight Emitting Diode (LED) Screw-in Lamp, 8W, with Integrated Driver Component, LEDSI-A19	8.000
Storage	ST	Storage	1	4X40INCA	160	Relamp - Vanity Fixture, Incandescent, (4) 40W lampLight Emitting Diode (LED) Screw-in Lamp, 8W, with Integrated Driver Component, LEDSI-A19	8.000
Boiler rm	ME	Mechanical/Electrical Rooms	2	2X40T12MB	62.2	Retrofit - 4' Strip Fixture, Fluorescent, (2) 60", STD lampLED Tube, (2) 48", 8.5W LED Tube, Line Voltage Type B Direct Wire NON-DIMMING, 4'LEDT-DW	16.000
Storage	ST	Storage	1	1X40INCA	40	Relamp - Recessed Enclosed Fixture, Incandescent, (1) 40W lampLight Emitting Diode (LED) Screw-in Lamp, 8W, with Integrated Driver Component, LEDSI-A19	8.000
Elec rm	ME	Mechanical/Electrical Rooms	1	1X20CFLSI	20	Relamp - Keyless Fixture, Compact Fluorescent, (1) 20W screw-in lamp/base w/ permanent disk installed, any bulb shapeLight Emitting Diode (LED) Screw-in Lamp, 8W, with Integrated Driver Component, LEDSI-A19	8.000

Note: The existing system wattage for rows with the existing component code 2x40T12MB and 1x40T12MB is based on measurements taken at the Public Works building on a sample of 5 2x40T12MB fixtures as the project originally included retrofitting both buildings. Using the measured values instead of the standard ANSI published wattage is conservative as the average measured value was 62.2 watts vs 88 watts. Other rows show the ANSI published wattage values.

Annual Burn Hours:

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Usage Group	Hours Weekday	Weekday Hours/Day	Total Weekday Hours	weeks per year	Total Weekday Hours Per Year	Hours Weekend	Weekend Hrs/Day	Total Weekend Hrs	weeks per year	Total Weekend Hours Per Year	Total Annual Burn Hours
Main Public Spaces (Restrooms)	available anytime	12	60	25	1500	available anytime	12	24	25	600	**2100**
Open Office	7:00AM-3:00PM	9	45	30.5	1373	7:00AM-3:00PM	9	18	30.5	549	**1922**
Storage		2	10	25	250	0	2	4	25	100	**350**
Mechanical/Electrical		2	10	25	250	0	2	4	25	100	**350**
Dock Pedestals	24/7	24	120	25	3000		24	48	25	1200	**8760**

The savings will be calculated according to:

Energy (kWh)

$$kWh\ Savings_{Lighting} = \square_s [(kW/Fixture_{baseline} \times Quantity_{baseline}) - (kW/Fixture_{post} \times Quantity_{post}) \times Burn\ Hours]$$

where:

$kWh\ Savings_{Lighting}$ =	Total kilowatt-hour savings realized during the post-installation time period t
Burn Hours =	number of operating hours during the time period *t* for the usage group s (s is space type as shown in the table above)
$kW/fixture_{baseline}$ =	lighting baseline demand per fixture
$kW/fixture_{post}$ =	lighting demand per fixture during post-installation period for usage group s
$Quantity_{baseline}$ =	quantity of affected fixtures before the lighting retrofit for usage group s
$Quantity_{post}$ =	quantity of affected fixtures after the lighting retrofit for usage group s

City Hall - Domestic Water Fixture Retrofits – Water Savings

The savings for this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a reduction in water usage at the fixture; therefore, the measurement boundary is the fixture itself.

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post-retrofit Fixture gallons/flush gallons/minute	Short-term	Before retrofit, existing fixture flow rates will be measured based on a sample of fixtures meeting the 80/20 sampling plan, assuming a 0.5 coefficient of variance. The measurement procedure will be as follows: • To estimate water volume of toilets and urinals, the toilet or urinal will be plugged and any existing water will be vacuumed out and discarded. The fixture will then be flushed and again, water will be vacuumed out of the fixture, but instead of being discarded it will be transferred to a calibrated bucket to verify the flush volume. In addition, the weight will be documented and converted using the conversion factor of 8.33 lbs per gallon and these two values will be averaged to get an accurate flush volume. • Faucets and showers will be measured by using a graduated flow rate bag and a timer. This will be accomplished by turning the water off and then turning it on for five seconds and filling the flow rate bag. For each fixture, the procedure will be repeated at least two times to calculate an average flow for that fixture. • The pre-retrofit flows are currently assumed based on the nameplate information gathered onsite. The post-installation fixture usages will be measured one-time using the same measurement procedures. The measurements will occur in the same locations. Detailed measurements will be provided for the pre and post-retrofit and savings will be updated based on this information in the first M&V report.

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Estimated Parameters*	Assumed Value	Justification, Source and Description
Population and days/yr	See table below	The population and # of days per year is agreed to be as shown in the table below for all populations. The population counts are based on discussions in meetings as documented in the RFI on 1/7/26. These values will not be measured.
Usage Factors	See table below	The usage factors (flushes/day/person, seconds/handwashing/usage, etc.) are agreed to be as shown in the table below. These values are based on AWWARF – American Waters Works Association Research Foundation. 2000. Commercial and Institutional End Uses of Water. Denver, CO. These values will not be measured.

The annual savings will be calculated according to the following formulas:

$$Savings = Avg\ annual\ water\ use\ x\ (1 - \%\ other\ use)\ x\ \%\ expected\ savings$$

Where

Avg annual water use = 344 kgal/yr. The average annual water use was calculated from the City monthly water consumption data from July 2022 through June 2024 for the City Building meter account number 380000001 (irrigation is served by a separate meter).

% other use = 12%. Assumed percent of annual water use that is not affected by this FIM based on onsite visit.

$$\%\ expected\ savings = \frac{(Consumption_{base} - Consumption_{post})}{Consumption_{base}}$$

The baseline and post total water usage ($Consumption_{base}$ & $Consumption_{post}$) is the total annual water usage (kgal/yr) of the existing or proposed fixtures calculated as shown below:

Savings Summary		Fixture Daily Uses			Pre-Retrofit Flow (weighted average)			Post-Retrofit Flow (weighted average)			Pre-Retrofit Consumption (Kgal/yr)				Post-Retrofit Consumption (Kgal/yr)			
Facility Name	Facility Days/yr occupation	WC (uses/day)	UV (uses/day)	FC (min/day)	Water Closet	Urinal	Faucet	Water Closet	Urinal	Faucet	Water Closet	Urinal	Faucet	Total	Water Closet	Urinal	Faucet	Total
CITY HALL BUILDING	183.59	422.81	253.69	67.65	1.60	1.00	2.20	1.57	0.50	0.58	=O35*P35*X35/1000			211.31	121.61	23.29	7.22	165.33

The facility days/yr occupation (183.59) is the weighted average occupied days per year based on the population details in the table above. The pre and post-retrofit daily use values per fixture type for the pre-retrofit and post-retrofit case are calculated based on the population and usage factor assumptions.

The following tables show the population (number of people per day) and usage factors by population.

Building	Staff	Vistors	Patrol Officers
City Hall	72	693	42

Population	Female Water Closet Use (flush/day)	Male Water Closet Use (flush/day)	Urinal Use (flush/day)	Shower (min/day)
Staff	3.00	1.00	2.00	0.80
Vistors	0.38	0.13	0.25	-
Patrol Officers	0.75	0.25	0.50	0.20

Population & usage factor assumptions:

- The building is open 4 days per week, 52 weeks per year minus 10 holidays
- Staff are in building 8 hours per day, and have 10 additional days off per year

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- Visitors are assumed to be there for 1 hour so usage per day equals 1/8th of the staff usage.
- Patrol officers are assumed to be there for ¼ of the day so usage per day equals 1/4th of the staff usage.
- Individuals will use the restroom 3 times per day in an 8 hour period.
- 50% of each population is male, and they will use the urinal 2/3 of the time.
- Faucet use is 15 seconds per flush

The pre-retrofit and post-retrofit flows for the fixtures included in this FIM are listed below by fixture type and are based on the nameplate. Quantities are from onsite inspection. The weighted average for water closets in the calculation above includes 17 water closets not being retrofitted with a flow rate of 1.6 gpf. All other fixture quantities are equal to the total number found onsite as listed in the table below.

Floor	Room	Restoom/Kitcher	Type	QTY	Pre-Retrofit Flow Rate (nameplate)	Post-Retrofit Flow Rate
First	womens	Restroom	FAUCET	1.00	2.20	0.50
First	Mens	Restroom	FAUCET	1.00	2.20	0.50
First	police womens	Restroom	FAUCET	1.00	2.20	0.50
First	police mens	Restroom	FAUCET	1.00	2.20	0.50
Second	mens	Restroom	FAUCET	2.00	2.20	0.50
Second	womens	Restroom	FAUCET	2.00	2.20	0.50
Second	Unisex	Restroom	FAUCET	1.00	2.20	0.50
Second	office unisex	Restroom	FAUCET	1.00	2.20	0.50
Basement	mens	Restroom	FAUCET	3.00	2.20	0.50
Basement	womens	Restroom	FAUCET	3.00	2.20	0.50
Basement	Unisex	Restroom	FAUCET	1.00	2.20	0.50
Basement	Womens Locker	Restroom	FAUCET	1.00	2.20	0.50
Basement	Mens Locker	Restroom	FAUCET	2.00	2.20	0.50
First	Mens	Restroom	URINAL	1.00	1.00	0.50
First	police mens	Restroom	URINAL	1.00	1.00	0.50
second	mens	Restroom	URINAL	1.00	1.00	0.50
Basement	mens	Restroom	URINAL	2.00	1.00	0.50
Basement	Mens Locker	Restroom	URINAL	2.00	1.00	0.50
Basement	Womens Locker	Restroom	WATER CLOSET	1.00	1.60	1.00

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Water Filtration Plant – Boiler Replacement – Gas Savings

The gas savings for the boiler installation associated with this FIM will be verified using IPMVP Option A, Retrofit Isolation with Key Parameter Measurement. The savings for this FIM are generated through a gain in efficiency with the new equipment compared to the existing equipment. Therefore, the measurement boundary is the boiler.

Key Parameter	Measurement Frequency	Measurement Description
Baseline Combustion Efficiency	Short term - One time measurement	The two existing hot water boilers combustion efficiencies were measured with a Nextgen Testo 300 combustion analyzer on 12/3/2025 at low, medium, and high fire.
Post-installation Combustion Efficiency	Short term - One time measurement	The two new boiler combustion efficiencies will be measured after installation, when the boilers have a load on them, using a similar combustion analyzer device and method as the baseline combustion efficiency measurements.
Estimated Parameters	**Assumed Value**	**Justification, Source and Description**
Baseline & Post-installation Distribution Losses	2%	Engineering judgement based on as-found condition and age of boiler plant
Baseline Radiant Jacket Losses	2%	Engineering judgement based on as-found condition and age of existing boiler
Post-Installation Radiant Jacket Losses	1%	Engineering judgement based on new boiler submittal
Baseline Natural Gas Usage	See table below	The baseline natural gas usage is listed in the table below. It is calculated based on the difference between the total annual gas usage from the utility bills for 6/14/2024-6/13/2025 and the estimated domestic hot water gas usage.

The savings will be calculated according to:

$$Savings = NG_{base}\left(\frac{(efficiency_{pre}x\ (1 - radiant\ heat\ loss_{pre})\ x\ (1 - distribution\ loss_{pre}\ )}{(efficiency_{post}x\ (1 - radiant\ heat\ loss_{post})\ x\ (1 -\ distribution\ loss_{post}\ )}\right)$$

Baseline combustion efficiency ($efficiency_{pre}$) was measured at low, medium, and high fire and averaged. This average (81.4%) is used in the boiler savings calculations.

The existing hot water heating load (NG_{base}) is calculated based on the total gas usage (61,308 ccf) from the utility bills dated 6/14/2024 through 6/13/2025 and the fact that there is no heating in the summer. The summer period is used to estimate the domestic hot water load and is assumed to be May through November because these months have the lowest consecutive 6 month total gas usage (2,613 ccf). The annual (12-month) domestic hot water load is calculated as twice this amount or 5,226 ccf. Therefore the existing hot water heating load is estimated as the total gas usage minus the domestic annual usage (56,082 ccf) It is expected and agreed upon that the annual hot water heating load will remain constant after the retrofit.

The post-retrofit combustion efficiency ($efficiency_{post}$) is based on manufacturer's data. The expected efficiency is 91% and will be measured post-retrofit. The savings will be adjusted if a boiler with a different efficiency is installed.

Changes in Use or Condition; Adjustment to Baseline and/or Annual Project Benefits

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during4 the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition

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arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

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IV. UTILITY RATES

The unit utility costs for the Baseline period are set forth below as “Base Utility Cost” and shall be used for all calculations made under this Schedule.

The Base Utility Cost shall be escalated annually starting in Year 1 of the Guarantee Term by the actual utility cost escalation but such escalation shall be no less than the mutually agreed “floor” escalation rate of five percent (5%) for water, electricity, electric demand, and natural gas. The Base Utility Cost shall be escalated annually starting in Year 1 of the Guarantee Term by the actual utility cost escalation, but such escalation shall be no less than the mutually agreed “floor” escalation rate of four percent (4%) for sewer paid to the WWTP and 0% for sewer paid to the Customer.

The Base Utility Cost for each type of utility represents the 12 month average utility costs from December 2024 through November 2025 for electricity (kWh) and electric demand (kW) and June 14, 2024 through June 13, 2025 for natural gas.

Building	Natural Gas Totals (Jun 14, 2024 - Jun 13, 2025)
	Variable Rate, $/ccf
City Hall	n/a - Account closed as of 11/2023
Water Filtration Plant	$ 0.773
Public Works	$ 0.779
Hartshorn Marina	$ 0.808

Building	Electricity Totals (Dec 2024 - Nov 2025)
	Variable Rate, $/kWh
City Hall	$ 0.043
Water Filtration Plant	$ 0.043
Public Works	$ 0.092
Hartshorn Marina	$ 0.169

Building	Demand Totals (Dec 2024 - Nov 2025)
	Variable Rate, $/kW
City Hall	$ 6.522
Water Filtration Plant	$ 6.522
Public Works	n/a
Hartshorn Marina	n/a

- Sewer rate paid to County WWTP $3.40/kgal based on 3 year flow averages from 2022 through 2024 and the WWTP required revenue.
- Water and Sewer rates are as listed below:

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Water & Sewer Charges

Effective July 1, 2025 water is $2.50 per 100 cubic feet for both residential and commercial customers.

Effective July 1, 2025 sewer is $5.22 per 100 cubic feet for residential and $6.53 per 100 cubic feet for commercial. Residential and commercial customers pay a $3.00 monthly fee for sewer administration.

Effective July 1, 2025 the water and sewer debt service fees are as follows in the table below. Residential and commercial customers who receive both water and sewer services will be charged monthly for these fees based on the meter size:

Customer Type	Meter Size	Water Debt Fee By Meter Size	Sewer Debt Fee by Meter Size	Total Added to Monthly Bill
Residential	5/8 inch	$5.98	$2.13	$8.11
Residential	3/4 inch	$5.98	$2.13	$8.11
Commercial	1 inch	$9.97	$3.55	$13.52
Commercial	1-1/2 inch	$19.93	$7.10	$27.03
Commercial	2 inch	$31.89	$11.36	$43.25
Commercial	3 inch	$59.80	$21.30	$81.10
Commercial	4 inch	$99.67	$35.50	$135.17
Commercial	6 inch	$199.33	$71.00	$270.33
Commercial	8 inch	$318.93	$113.60	$432.53
Commercial	10 inch	$458.47	$163.30	$621.77
Commercial	12 inch	$857.13	$305.30	$1,162.43

*Please note, based on service size, some residential customers may have meters larger than 5/8" and 3/4".

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V. PRIMARY OPERATIONS SCHEDULE PRE- & POST-RETROFIT

The following applies to the DPW building renovation FIM only where pre-retrofit represents the code baseline eQuest model assumptions for the new building.

Pre-Retrofit Facility/Area

	Occupancy		HVAC	
	Time On	**Time Off**	**Time On**	**Time Off**
Monday	7am	5pm	6am	6pm
Tuesday	7am	5pm	6am	6pm
Wednesday	7am	5pm	6am	6pm
Thursday	7am	5pm	6am	6pm
Friday	7am	5pm	6am	6pm
Saturday	8am	1pm	7am	5pm
Sunday	Off	Off	Off	Off
Holidays	Off	Off	Off	Off

Occupied Room Temperature Setpoint During Heating Season: 70 degrees F

Unoccupied Low Temperature Limit During Heating Season: 60 degrees F

Heating season is October through March

Occupied Room Temperature Setpoint During Cooling Season: 75 degrees F

Unoccupied High Temperature Limit During Cooling Season: 80 degrees F

Cooling season is April through September

Post-Retrofit Facility/Area

Everything is the same as the Pre-retrofit conditions above except the following:

Occupancy sensors control whether the equipment is in occupied or unoccupied mode. When in unoccupied mode the VAV box flow setpoint is zero and CAV box sets back the temperature setpoint as indicated below.

Unoccupied Low Temperature Limit During Heating Season: 55 degrees F

Unoccupied High Temperature Limit During Cooling Season: 85 degrees F

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VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will:

    a. Gather information and interface with utility representatives (if requested by Customer) to assist the Customer in receiving rebates for the energy efficient equipment that is installed as part of this project.

    b. Provide the following operational verification services for the DPW Renovation FIM

        i. During the Installation Period:

            1. Attend construction meetings, as requested, to ensure the specifications required are met and included in the final design drawings. Suggest alternative(s) that might provide comparable savings If the design changes (per Customer request).
            2. Gather and organize information for pre-notification where required by utility for rebates.

        ii. Once substantial completion is achieved:

            1. Verify that the installed equipment meets the above requirements and make additional recommendations on setpoints to balance energy savings with occupant comfort. This will be achieved through review of final deliverables (e.g. as-built drawings, nameplate pictures, submittals, commissioning documents) and 1 day onsite visit to physically review the installed equipment and control system settings. Draft a memo detailing the findings and present the results to the Customer.
            2. Gather as-built information as required by utility for rebates.

        Note: It is ultimately the Customer's responsibility to ensure the above efficiency requirements are specified, installed, and that the equipment is maintained and performs to these specifications overtime in order to achieve the savings. The operational verification services as described are offered as a consulting service to assist the Customer in ensuring the equipment is specified and can reasonably achieve the energy savings. No additional measurement or verification will be carried out and the savings estimate will not be updated based on the final design or installation.

    c. Track Measured Project Benefits. JCI will report the Installation Period and Annual Expected Project Benefits (both Measured & Non-Measured), to Customer within 60 days of the commencement of the Guarantee Term.

2. For specified Improvement Measures, JCI will:

    a. conduct pre and post installation measurements required under this Agreement;

    b. confirm the building management system employs the control strategies and set points specified in this Agreement; and

    c. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

    d. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and

    e. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure.

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f. Trend data records maintained in the ordinary course of system operation may be used and relied upon by JCI in connection with Project Benefits calculations, as well as in other commercial uses relating to building system performance. JCI will use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data is lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, JCI will use reasonable engineering methods to estimate the impact of or replace the lost data.

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ASSURED PERFORMANCE GUARANTEE – UTILITY METERS

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

M&V Services: The work to be performed as defined in Schedule 2A, Section V. The cost of this work is for the Installation Period only and is shown in Schedule 4.

Measured Project Benefits are the increased meter accuracy benefits calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $11,151,147 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $4,904,995 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $16,056,142, as set forth in the Total Project Benefits table below.

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Total Project Benefits

Year	Measured			Non-Measured			Annual Project Benefits
	Small Meter Accuracy Benefit*	Large Meter Accuracy Benefit*	Total Meter Accuracy Benefit	Right Typing Meter Benefit**	Capital Cost Avoidance**	Operations & Maintenance Cost Avoidance***	
1	$39,058	$106,629	$145,687	$9,009	$167,728	$238,261	$560,685
2	$42,324	$111,351	$153,675	$9,279	$172,760	$245,408	$581,123
3	$45,781	$116,289	$162,070	$9,558	$177,943	$252,771	$602,341
4	$49,439	$121,453	$170,893	$9,844	$183,281	$260,354	$624,372
5	$53,309	$126,856	$180,165	$10,140	$188,780	$268,164	$647,249
6	$57,403	$132,507	$189,910	$10,444	$194,443	$276,209	$671,007
7	$61,734	$138,420	$200,154	$10,757	$200,276	$284,496	$695,683
8	$66,313	$144,608	$210,921	$11,080	$206,285	$293,031	$721,316
9	$71,157	$151,083	$222,240	$11,412	$212,473	$301,821	$747,947
10	$76,278	$157,861	$234,139	$11,755	$218,847	$310,876	$775,617
11	$81,692	$163,326	$245,018	$12,107	$225,413	$320,202	$802,741
12	$87,417	$169,003	$256,419	$12,470	$232,175	$329,808	$830,873
13	$93,468	$174,900	$268,368	$12,845	$239,140	$339,703	$860,055
14	$99,865	$181,027	$280,892	$13,230	$246,315	$349,894	$890,330
15	$106,626	$187,394	$294,020	$13,627	$253,704	$360,391	$921,741
16	$113,773	$194,011	$307,783	$14,036	$261,315	$371,202	$954,336
17	$121,325	$200,889	$322,214	$14,457	$269,155	$382,338	$988,164
18	$129,307	$208,040	$337,347	$14,890	$277,229	$393,809	$1,023,275
19	$137,742	$215,475	$353,217	$15,337	$285,546	$405,623	$1,059,723
20	$146,655	$223,207	$369,862	$15,797	$294,113	$417,791	$1,097,563
Totals	**$1,680,666**	**$3,224,328**	**$4,904,995**	**$242,073**	**$4,506,922**	**$6,402,152**	**$16,056,142**

* Small & Large Meter Accuray Benefit are Measured Benefits and are based on the mutually agreed upon fixed annual escalation rate as set forth in Section IV below.

** Non-measured Right Typing are based on the mutually agreed upon fixed annual escalation rate as set forth in Section II below.

***Capital Cost Avoidance and Operations & Maintenance Cost Avoidance are Non-Measured Project Benefits and are based on the mutually agreed upon fixed annual escalation rate as set forth in Section II below.

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. ***Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.***

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C. Project Benefits Shortfalls or Surpluses.

(iv) *Project Benefits Shortfalls.* If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

(v) *Project Benefits Surpluses.* If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*

(vi) *Additional Improvements.* Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2 and Schedule 2A, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

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II. NON-MEASURED PROJECT BENEFITS

Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

The following table summarizes the Non-Measured Project Benefits and applicable escalation. Each row is described in the following subsections.

Non-Measured Benefits			
Source of Non-Measured Benefits	**Annual Benefit***	**Escalation**	**Year 1 Benefit***
Meter Right Typing Meter Benefit	$8,747	3.0%	$9,009
Total Non-Measured Meter Benefits	**$8,747**		**$9,009**
Maintenance Labor Cost Benefit	$7,275	3.0%	$7,493
Meter Re-Reads Cost Benefit	$69,425	3.0%	$71,508
Wrong Meter Size Listed on Bill	$6,586	3.0%	$6,783
Billing Unit Correction	$148,035	3.0%	$152,476
Total O&M Benefits	**$248,814**		**$238,261**
Capital Cost Avoidance	$162,843	3.0%	$167,728
Total Capital Avoidance Benefits			**$167,728**

*Annual benefits are calculated based on the Base Utility Cost as shown in section IV.
** Year 1 benefits are calculated based on the Base Utility Cost and escalation rate as shown in section IV.

Non-Measured Meter Benefits
Meter Right Typing Benefit

In applications that have widely varying flows, it is important to have the proper meter that can accurately measure flow at the various usage rates. This is known as right typing. Replacing the meters below with properly matched meters that can account for a greater percentage of the water flowing through the meters results in the annual benefit as summarized in the table below. The increase in accounted for water was determined by measuring the flow from 4/8/26 to 4/17/26 and comparing it to the metered flow. The rest of the input values are from the baseline billing data.

The Customer agrees to escalate this benefit per the Non-Measured Project Benefit summary at the beginning of this section.

Meter Right Typing Benefit											
Account Number	Customer Name	Service Address	Meter Size	Water Usage (ccf)	Water Cost ($)	Sewer Usage (ccf)	Sewer Cost ($)	Increase in Accounted for Water	Water Estimated Benefit	Sewer Estimated Benefit	Total Estimated Benefit
199040003	MUSKEGON COUNTY	1903 MARQUETTE AVE	6"	1994	$ 4,806	887	$ 5,792	12.00%	$663	$799	$1,462
199050001	MUSKEGON COMMUNITY COLLEGE	221 QUARTERLINE RD MCC2	6"	2035	$ 4,746	2035	$ 13,289	6.80%	$350	$980	$1,330
213061001	BERKSHIRE MUSKEGON LDH ASSOC LLC	275 W CLAY AVE	3"	2734	$ 6,523	2734	$ 17,853	2.56%	$173	$474	$647
299008005	PARKLAND ACQUISITION TWO LLC	939 3RD ST	4"	6187	$ 14,963	6187	$ 40,401	2.01%	$310	$837	$1,147
299111003	WEBSTER DEVCORE LLC	221 W WEBSTER	4"	970	$ 2,281	970	$ 6,334	14.51%	$392	$1,088	$1,480
299123601	NELSON PLACE	381 W MUSKEGON AVE	3"	2293	$ 5,402	2293	$ 14,973	4.13%	$235	$652	$887
311255001	EVERY WOMAN'S PLACE	1221 W LAKETON AVE	3"	918	$ 2,156	840	$ 5,485	18.82%	$506	$1,287	$1,794
		Total								=	$8,747
		Year 1 Benefit								=	$9,009

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O&M Benefits
Operations & Maintenance (O&M) - Maintenance Labor Cost Benefit

Operationally, the benefit of replacing the entire water meter population is that money spent to replace or repair a portion of the system's meter population on an annual basis will not be necessary as the meters will be new and under warranty. Replacing the water meters will result in annual savings shown below for the labor required for replacement and repair. This amount was derived by multiplying the current average of 500 meters replaced annually by an estimated time to replace the meters of ½ an hour and an average hourly cost of $29.10. These input values were provided by the Customer and confirmed in the M&V meeting on 4/17/2026.

The Customer agrees to escalate this benefit per the Non-Measured Project Benefit summary at the beginning of this section.

Maintenance Labor Cost Benefit			
0.50	Unit Labor Hours To Replace/Repair Meters		
$29.10	Hourly Pay Per Maintenance Worker		
500	Annual Number of Meters Replaced		
=	**Total Annual Meter Technician Maintenance Labor Savings**	=	**$7,275**
	Year 1 Benefit	=	**$7,493**

O&M - Meter Re-Reads Cost Benefit

Operationally, the benefit of getting the whole meter population on the Advanced Metering Infrastructure (AMI) network is a reduction in the number of re-reads required for both the errors and the transfer of account ownership to the meters. This will result in annual savings shown below. This amount was derived by multiplying the average number of re-reads by the average labor cost per re-read event. These input values were provided by the Customer and confirmed in the M&V meeting on 4/17/2026.

The Customer agrees to escalate this benefit per the Non-Measured Project Benefit summary at the beginning of this section.

Meter Re-Reads Cost Benefit			
2,777	Average Number of Meter Re-Reads Per Year		
$25.00	Average Cost Per Re-Read Event		
=	**Total Annual Inspection and Re-Read Order Savings**	=	**$69,425**
	Year 1 Benefit	=	**$71,508**

O&M - Wrong Meter Size Listed on Bill

During the onsite survey it was identified that the meters associated with the following commercial customer accounts have the wrong size meter listed in the billing system. Correcting this discrepancy in the billing system results in a net annual cost benefit as calculated below using the monthly fees by meter size as described in Section IV of this Schedule.

Wrong Meter Size Listed on Bill							
Customer Name	Service Address	Account Number	Meter size in Billing	Actual Meter Size	Monthly Water & Sewer Debt Fee for Meter Size in Billing	Monthly Water & Sewer Debt Fee for Actual Meter Size	Annual Benefit
TRINITY HEALTH	1500 E SHERMAN BLVD A	199237501	6	4	$ 270.33	$ 135.17	$ (1,622)
DEPARTMENT OF CORRECTIONS	2400 S. SHERIDAN ROAD	199352501	6	10	$ 270.33	$ 621.77	$ 4,217
DEPARTMENT OF CORRECTIONS	2900 OLTHOFF DR	199352801	6	10	$ 270.33	$ 621.77	$ 4,217
MCCREA PARK	LOUIS & HARNAU LAWN	386018502	3	2	$ 81.10	$ 43.25	$ (454)
NEW GLDC LLC	1940 HENRY ST	399102004	4	3	$ 135.17	$ 81.10	$ (649)
Muskegon Christian School	1220 Eastgate St	120027502	0.75	3	$ 8.11	$ 81.10	$ 876
WEST MICHIGAN REGIONAL WATER	1900 BEACH ST NORTON/SH	399900001	24	36	$ -	$ -	$ -
					Annual Cost Benefit	=	**$ 6,585**
					'Year 1 Benefit	=	**$ 6,783**

O&M - Billing Units Correction

During the onsite survey it was found that the meters associated with the following two commercial customer accounts were reading in thousands of gallons but the billing system assumed the meters were reading in ccf. Correcting this discrepancy in the billing system results in an annual cost benefit as calculated below where the billed amount is the difference between the meter reading on 12/9/25 and 12/10/24.

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$$Actual\ consumption\ (CCF) = \ Billed\ amount\ x\ \frac{100\ gal}{1\ kgal} x \frac{1\ cf}{7.48052\ gal} x \frac{1\ ccf}{100\ cf}$$

$$Billed\ consumption\ (CCF) = Billed\ amount$$

$$Annual\ Cost\ Benefit = (\ water + sewer\ \$/ccf) x\ (Actual\ consumption\ (ccf) - Billed\ consumption\ (ccf))$$

The Customer agrees to escalate this benefit per the Non-Measured Project Benefit summary at the beginning of this section.

Billing Unit Correction		
Dept of Corrections - 199352501	$	138,348
Muskegon SC Holdings - 199540001	$	9,687
Annual Cost Benefit =	$	148,035
'Year 1 Benefit =	$	152,476

Capital Cost Avoidance

By replacing the Customer's small meter population with Sonata meters, which have an integrated battery with a 20 year life, the Customer will not have to replace meters over the next twenty years, resulting in an annual cost benefit as calculated below. The material cost to replace these meters is as calculated below. The Customer provided average meter cost is $340.

The Customer agrees to escalate this benefit per the Non-Measured Project Benefit summary at the beginning of this section.

Capital Avoidance			
$340.00	Average Meter Cost		
9,579	Total Small Meters in Scope of Project		
=	**Total Over the 20 yr meter Life**	**=**	**$3,256,860**
	Total Annual Capital Avoidance	**=**	**$162,843**
	Year 1 Benefit	**=**	**$167,728**

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III. MEASUREMENT AND VERIFICATION METHODOLOGY

Based upon JCI's and Customer's investigation of the existing condition of certain of Customer's water meters, Customer has concluded that a significant percentage of such meters do not accurately measure billable consumption, and Customer is losing potential billable consumption revenue due to this inaccuracy. By replacing inaccurate meters with more accurate meters, it is expected that Customer will increase the volume of water registered by such meters and thereby increase measured billable consumption, assuming the same consumption levels prior to and after the Work has been performed. By applying accuracy increases to the Baseline water billing amounts supplied to JCI by Customer and set forth in Section IV below, it is expected that the impact of billing for the additional billable consumption would have resulted in increased billable consumption revenue of $8,058in the first year of the Guarantee Term as compared to the Baseline year. Customer recognizes, however, that actual revenues may differ from billable revenues and that the amount of actual revenues achieved in future periods will depend on other factors besides improved meter accuracy, such as, by way of example, collections ratio, consumption, and water utility rates, among others.

The pre-retrofit weighted average accuracy of meter sizes smaller than 3" has been calculated by testing a representative sample of the meter population as set forth in Schedule 1 (Scope of Work). The pre-retrofit accuracy of meter sizes 3" and larger has been calculated by testing the accuracy of the meter population set forth in Schedule 1 (Scope of Work). Weighted average accuracy is based on the American Water Works Association (AWWA) guidelines as set forth in the Manual of Water Supply Practices - M6, Fourth Edition, Water Meters - Selection, Installation, Testing and Maintenance. ©1999 American Water Works Association, ISBN 1-58321-017-2, as may be updated or revised from time to time by AWWA. The post-retrofit accuracy of new meters will be tested using the same AWWA guidelines.

JCI's guarantee relating to meters is limited solely to the accuracy of the meters, operating under normal conditions, which have been replaced pursuant to this Agreement and are set forth in the table of meter sizes and quantities in Section V below. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

- water/sewer system revenue
- water usage/consumption trends
- water rationing programs
- water-saving fixtures and other water conservation efforts
- demographic and/or population shifts
- changes in the industrial or commercial base
- regulatory changes
- droughts, floods, rainfall, or other weather or climactic conditions
- water system pressure variations
- non-metered water usage (accounts without water meters)
- failure to collect amounts due for billable consumption
- changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges
- changes to water and sewer rate schedules
- water quality, including changes in both water source and treatment
- failure of the water system to meet governmental requirements
- improper maintenance or unsound usage of the Improvement Measures or any related equipment
- performance of automatic meter reading equipment after Substantial Completion of Improvement Measures and which is not due to installation issues during the warranty period

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- manufacturer warranty claims against equipment installed under this contract. Meter warranty documentation appears in Appendix 2.
- temporary disruptions in cellular network coverage
- changes in cellular network coverage after Substantial Completion

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IV. BASELINE CALCULATIONS & POST-RETROFIT INCREASED METER ACCURACY BENEFIT

Baseline Calculations

The only measurable (and guaranteed) component in the increased meter accuracy benefit calculations is meter accuracy. The guaranteed meter accuracy benefits summarized below were based upon the Customer selection of the 2025 water and sewer billing data to serve as a baseline period (per the weekly meeting on 4/3/26).

1. Average pre-retrofit meter accuracies of small meters were determined by testing a statistical sample of meters. All larger meters were tested individually.
2. Pre-retrofit meter accuracies and guaranteed post-retrofit meter accuracies are inserted into Meter Accuracy Benefit Summaries that project post-retrofit revenue.
3. Benefit is then determined by comparing post-retrofit revenue against pre-retrofit revenue.
4. Subsequent yearly benefits are then determined by modifying meter accuracies according to degradation schedules and annual escalation rates described below and running the Meter Accuracy Summaries again using the adjusted meter accuracies.

Muskegon, MI

Small Meter Accuracy Benefit Summary

Base Year January 1, 2025 through December 31, 2025

Accounts	Meter Size	Consumption (CCF)	Pre-Retrofit Water Revenue Above Base	Pre-Retrofit Sewer Revenue Above Base	Total Pre-Retrofit Revenue Above Base	Pre-Retrofit Accuracy	Guaranteed Post-Retrofit Accuracy	Post-Retrofit Water Revenue Above Base	Post-Retrofit Sewer Revenue Above Base	Total Post-Retrofit Revenue Above Base	Projected Benefit
5,913	0.625	215,812	$513,965	$905,740	$1,419,705	96.93%	99.0%	$524,928	$925,058	$1,449,986	$30,281
867	0.75	56,239	$135,805	$131,004	$266,809	96.93%	99.0%	$138,702	$133,798	$272,500	$5,691
			$649,771	**$1,036,744**	**$1,686,514**			**$663,630**	**$1,058,856**	**$1,722,486**	**$35,971**

Meter accuracy for existing meters will be degraded by 0.1%/year starting in Year 1
Meter accuracy for new electronic meters will be degraded by 0.1%/year starting in Year 11.

Muskegon, MI

Small Meter Accuracy Benefit Summary - Year 1

Base Year January 1, 2025 through December 31, 2025

Accounts	Meter Size	Consumption (CCF)	Pre-Retrofit Water Revenue Above Base	Pre-Retrofit Sewer Revenue Above Base	Total Pre-Retrofit Revenue Above Base	Pre-Retrofit Accuracy	Guaranteed Post-Retrofit Accuracy	Post-Retrofit Water Revenue Above Base	Post-Retrofit Sewer Revenue Above Base	Total Post-Retrofit Revenue Above Base	Projected Benefit
5913	0.625	215,812	$513,965	$905,740	$1,419,705	96.83%	99.0%	$525,470	$926,014	$1,451,483	$31,778
867	0.75	56,239	$135,805	$131,004	$266,809	96.83%	99.0%	$138,845	$133,936	$272,782	$5,972
		Totals	**$649,771**	**$1,036,744**	**$1,686,514**			**$664,315**	**$1,059,950**	**$1,724,265**	**$37,750**

Meter accuracy for existing meters will be degraded by 0.1%/year starting in Year 1
Meter accuracy for new electronic meters will be degraded by 0.1%/year starting in Year 11.

Year 1 Benefit = $39,058

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Muskegon, Mi Large Water Meter Accuracy Benefit

Base Year: January 1, 2025 Through December 31, 2025

Customer Name	Account No.	Address	Meter Size	Total Pre Retrofit Revenue	Pre Retrofit Accuracy	Post Retrofit Accuracy	Total Post Retrofit Revenue	Large Meter Accuracy Benefit
CITY OF MUSKEGON - PARKS	199012501	480 BENNETT ST	4	($704)	90.12%	99.00%	($773)	($69)
OAKVIEW SCHOOL	199172501	1420 MADISON ST	3	$5,536	84.81%	99.00%	$6,462	$927
LAKE WOODS NURSING & REHABILITATION	199177501	1776 VULCAN ST	4	$9,670	98.95%	99.00%	$9,674	$5
TRINITY HEALTH HOSPITALS	199237201	1500 E SHERMAN BLVD MAIN	6	$23,723	98.96%	99.00%	$23,732	$10
LORIN INDUSTRIES	199285601	1960 ROBERTS ST A	4	$163,018	98.65%	99.00%	$163,596	$578
TOWNSHIP OF MUSKEGON	199347501	E KEATING AVE TWP 59	6	$3,354	85.00%	99.00%	$3,906	$552
MUSKEGON AREA INTERM	199349001	200 HARVEY ST	4	$5,032	91.91%	99.00%	$5,420	$388
DEPARTMENT OF CORRECTIONS	199352801	2900 OLTHOFF DR	10	$735,808	87.25%	99.00%	$834,900	$99,092
HINMAN CO	299086502	700 TERRACE POINT DR	3	$1,507	98.96%	99.00%	$1,508	$1
MUSKEGON COUNTY	299144702	131 E APPLE AVE NEW-DO	4	$1,215	96.41%	99.00%	$1,248	$33
MUSKEGON COUNTY	299146001	990 TERRACE ST	4	$5,989	98.45%	99.00%	$6,023	$34
VILLAGE AT PARK TERRACE	394000501	1350 W HACKLEY AVENUE	4	$27,037	96.99%	99.00%	$27,598	$562
BRUNSWICK BOWLING PRODUCTS LLC	399362001	525 W. LAKETON AVE	3	$5,878	98.96%	99.00%	$5,881	$3
	TOTALS			**10,687,414**			**1,089,175**	**102,114**

Muskegon, Mi Large Water Meter Accuracy Benefit
Year 1

Base Year: January 1, 2025 Through December 31, 2025

Customer Name	Account No.	Address	Meter Size	Total Pre Retrofit Revenue	Pre Retrofit Accuracy	Post Retrofit Accuracy	Total Post Retrofit Revenue	Large Meter Accuracy Benefit
CITY OF MUSKEGON - PARKS	199012501	480 BENNETT ST	4	($704)	90.02%	99.00%	($774)	($70)
OAKVIEW SCHOOL	199172501	1420 MADISON ST	3	$5,536	84.71%	99.00%	$6,470	$934
LAKE WOODS NURSING & REHABILITATION	199177501	1776 VULCAN ST	4	$9,670	98.85%	99.00%	$9,684	$15
TRINITY HEALTH HOSPITALS	199237201	1500 E SHERMAN BLVD MAIN	6	$23,723	98.86%	99.00%	$23,756	$34
LORIN INDUSTRIES	199285601	1960 ROBERTS ST A	4	$163,018	98.55%	99.00%	$163,762	$744
TOWNSHIP OF MUSKEGON	199347501	E KEATING AVE TWP 59	6	$3,354	84.90%	99.00%	$3,911	$557
MUSKEGON AREA INTERM	199349001	200 HARVEY ST	4	$5,032	91.81%	99.00%	$5,426	$394
DEPARTMENT OF CORRECTIONS	199352801	2900 OLTHOFF DR	10	$735,808	87.15%	99.00%	$835,858	$100,050
HINMAN CO	299086502	700 TERRACE POINT DR	3	$1,507	98.86%	99.00%	$1,509	$2
MUSKEGON COUNTY	299144702	131 E APPLE AVE NEW-DO	4	$1,215	96.31%	99.00%	$1,249	$34
MUSKEGON COUNTY	299146001	990 TERRACE ST	4	$5,989	98.35%	99.00%	$6,029	$40
VILLAGE AT PARK TERRACE	394000501	1350 W HACKLEY AVENUE	4	$27,037	96.89%	99.00%	$27,627	$590
BRUNSWICK BOWLING PRODUCTS LLC	399362001	525 W. LAKETON AVE	3	$5,878	98.86%	99.00%	$5,887	$9
	TOTALS			**10,687,414**			**1,090,393**	**103,332**
						Year 1 Benefit	**=**	**$106,629**

Water and Sewer Utility Rates

The unit utility costs for the Baseline period are set forth below as “Utility Rates” and shall be used for all calculations made under this Schedule. The Utility Rates shall be escalated annually starting in Year 1 of the Guarantee Term by the actual utility rate escalation but such escalation shall be no less than the mutually agreed “floor” escalation rate of five percent (5%) for water and two and a half percent (2.5%) for sewer.

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Water & Sewer Charges

Effective July 1, 2025 water is $2.50 per 100 cubic feet for both residential and commercial customers.

Effective July 1, 2025 sewer is $5.22 per 100 cubic feet for residential and $6.53 per 100 cubic feet for commercial. Residential and commercial customers pay a $3.00 monthly fee for sewer administration.

Effective July 1, 2025 the water and sewer debt service fees are as follows in the table below. Residential and commercial customers who receive both water and sewer services will be charged monthly for these fees based on the meter size:

Customer Type	Meter Size	Water Debt Fee By Meter Size	Sewer Debt Fee by Meter Size	Total Added to Monthly Bill
Residential	5/8 inch	$5.98	$2.13	$8.11
Residential	3/4 inch	$5.98	$2.13	$8.11
Commercial	1 inch	$9.97	$3.55	$13.52
Commercial	1-1/2 inch	$19.93	$7.10	$27.03
Commercial	2 inch	$31.89	$11.36	$43.25
Commercial	3 inch	$59.80	$21.30	$81.10
Commercial	4 inch	$99.67	$35.50	$135.17
Commercial	6 inch	$199.33	$71.00	$270.33
Commercial	8 inch	$318.93	$113.60	$432.53
Commercial	10 inch	$458.47	$163.30	$621.77
Commercial	12 inch	$857.13	$305.30	$1,162.43

*Please note, based on service size, some residential customers may have meters larger than 5/8" and 3/4".

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Baseline Meter Accuracies - **Small Meters**

The table below shows the tested accuracies and weighted average for the statistical sample of small meters.

Muskegon 0.625" Pre-Retrofit Accuracies						
ID	Address	S/N	Min Flow Accuracy	Mid Flow Accuracy	Max Flow Accuracy	Weighted Average Accuracy
1	1123 Pine Street	70168574	107.3%	107.5%	105.30%	107.1%
2	1362 Palmer Avenue	71913044	104.1%	104.4%	102.30%	104.04%
3	982 Amity Avenue	70508646	99.3%	103.9%	104.70%	103.33%
4	1853 Jefferson Street	50266682	95.7%	103.2%	100.20%	101.63%
5	1040 Wood Steet	70880317	101.3%	101.1%	101.50%	101.19%
6	617 McLaughlin Avenue	71913021	101.4%	101.1%	100.50%	101.06%
7	444 Washington Avenue	38158800	99.1%	101.4%	100.80%	100.97%
8	1282 Flower Avenue	46737900	98.7%	101.4%	100.50%	100.86%
9	1230 Laketon Avenue (W)	71726612	98.0%	101.3%	101.00%	100.76%
10	370 Monroe Avenue	47491647	98.7%	101.2%	100.10%	100.66%
11	2233 Hudson Street	60834878	97.2%	101.4%	100.60%	100.65%
12	2230 Hudson Street	38158890	100.2%	101.0%	99.40%	100.64%
13	2352 Greenwood Street	47914149	99.5%	100.9%	100.20%	100.59%
14	1294 Leonard Avenue	52160783	97.2%	101.2%	100.50%	100.50%
15	1762 Dyson Street	48685548	98.9%	101.0%	99.60%	100.48%
16	2035 Henry Street	49163922	96.1%	101.4%	100.40%	100.46%
17	622 Dale Avenue (W)	48685692	95.4%	101.4%	99.90%	100.28%
18	1536 Lexington Avenue	47804855	100.5%	100.2%	100.40%	100.28%
19	1314 Isabella Avenue [E]	50581423	95.2%	101.3%	100.40%	100.25%
20	1218 Jefferson Street	70508635	94.6%	101.2%	101.00%	100.18%
21	1063 Ireland Avenue	49814396	97.2%	100.9%	99.60%	100.15%
22		39374949	96.6%	100.9%	99.60%	100.06%
23	1192 Howard Avenue	40762901	97.9%	100.7%	99.10%	100.04%
24	2262	48440413	98.1%	100.2%	100.80%	99.98%
25		38158629	95.3%	100.9%	99.30%	99.82%
26	47610 Southern Avenue	38892449	95.7%	100.9%	98.90%	99.82%
27	2040 Harrison Avenue	48554546	95.0%	100.6%	100.60%	99.76%
28	1850 Nevada Street	38892343	95.3%	100.7%	99.50%	99.71%
29	1982 Bourdon Street	50119146	97.2%	100.2%	99.80%	99.69%
30	2130 Dowd Street	47914155	96.5%	100.2%	100.50%	99.69%
31	1935 Nevada Street	47914151	99.5%	99.5%	100.70%	99.68%
32	1208 Marcoux Avenue	38158911	97.2%	100.2%	99.30%	99.62%
33	1722 McGraft Street	37399590	97.2%	100.2%	99.30%	99.62%
34	624 Houston Avenue	50581322	95.3%	100.2%	100.60%	99.53%

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Muskegon 0.625" Pre-Retrofit Accuracies						
ID	Address	S/N	Min Flow Accuracy	Mid Flow Accuracy	Max Flow Accuracy	Weighted Average Accuracy
35	2240 Bourdon Street	50119176	98.5%	99.8%	98.90%	99.47%
36	1620 Manz Street	40147838	95.1%	100.2%	99.60%	99.35%
37	2332 Dowd Street	48440509	97.9%	99.5%	99.80%	99.31%
38	1831 Cherry Street	52870111	91.7%	100.8%	99.90%	99.30%
39	1972 Miner Avenue	55754218	95.7%	100.2%	98.70%	99.30%
40	2266 Hudson Street	48278193	91.7%	100.8%	99.40%	99.23%
41	549 Grand Avenue (W)	46737874	95.7%	99.5%	101.10%	99.17%
42	1125 Calvin Avenue	47716480	95.2%	99.5%	99.80%	98.90%
43	1953 Philo Avenue	48278345	97.2%	98.9%	100.20%	98.84%
45	342 Catherine Avenue	62124594	98.5%	98.9%	98.70%	98.81%
46	2424 Letart Avenue	48278303	96.5%	98.7%	99.50%	98.49%
47	12516 Cutler Avenue	48440394	80.8%	100.2%	107.60%	98.40%
48	2317	43059285	90.1%	99.3%	98.60%	97.82%
49	783 Louis Avenue	42828164	91.7%	98.9%	98.70%	97.79%
50	523 Grand Avenue (W)	65895743	83.8%	99.8%	98.30%	97.18%
51	931 Barney Avenue (W)	40226186	87.5%	98.7%	99.10%	97.08%
52	2271 Moon Street	46463827	76.3%	100.2%	100.30%	96.63%
53	930 Barney Avenue (W)	39661009	83.8%	98.7%	98.10%	96.38%
54	1345 Leonard Avenue	44482216	93.5%	100.2%	80.20%	96.20%
55	1229 Amity Avenue	47804972	72.3%	100.2%	99.80%	95.96%
56		38892598	80.8%	98.7%	97.80%	95.88%
57	791 Forest Avenue (W)	40226080	73.7%	98.7%	99.70%	95.10%
58	496 Muskegon Avenue (W)	37399532	79.1%	96.9%	97.70%	94.35%
59	2148 Blodgett Street	43047475	73.3%	97.2%	98.20%	93.77%
60	3201 Windward Drive	38892488	67.7%	97.9%	96.90%	93.22%
61	1837 Continental Street	43728975	74.8%	95.7%	96.30%	92.66%
62	1780 Smith Street	43633444	88.2%	99.7%	61.20%	92.20%
63	1085 Aurora Avenue	55754273	73.2%	91.3%	98.70%	89.70%
64	401 Monroe Avenue	43659565	7.5%	99.9%	99.50%	85.98%
65	1226 Langland Avenue	40762821	85.6%	76.3%	99.30%	81.15%
66	2217 Harding Avenue	38158830	0.0%	0.0%	0.00%	0.0%
		AVERAGE	**90.00%**	**98.29%**	**97.52%**	**96.93%**

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Baseline Meter Accuracies - Large Meters

The table below shows the tested accuracies and weighted average for all included large meters. Red text indicates discrepancies between the value used in the calculation and the tested weighted average accuracy. In this case, the red text indicated a meter where the weighted average tested accuracy was lower than 84.5% so 85% was used to be conservative.

Customer Name	Service Address	Account Number	Meter Size	Low Flow	Intermediate Flow	High Flow	Weighted Average	Value Used In Calc
CITY OF MUSKEGON - PARKS	480 BENNETT ST	199012501	4.0	82.50%	90.30%	92.70%	90.12%	90.12%
OAKVIEW SCHOOL	1420 MADISON ST	199172501	3.0	75.60%	81.30%	97.60%	84.81%	84.81%
LAKE WOODS NURSING & REHABILITATIOI	1776 VULCAN ST	199177501	4.0	99.60%	98.90%	98.80%	98.95%	98.95%
TRINITY HEALTH HOSPITALS	1500 E SHERMAN BLVD MAIN	199237201	6.0	98.80%	98.70%	99.70%	98.96%	98.96%
LORIN INDUSTRIES	1960 ROBERTS ST A	199285601	4.0	98.60%	98.60%	98.80%	98.65%	98.65%
TOWNSHIP OF MUSKEGON	E KEATING AVE TWP 59	199347501	6.0	60.00%	57.90%	59.90%	58.61%	85.00%
MUSKEGON AREA INTERM	200 HARVEY ST	199349001	4.0	89.40%	91.80%	93.20%	91.91%	91.91%
DEPARTMENT OF CORRECTIONS	2900 OLTHOFF DR	199352801	10.0	90.40%	86.20%	88.70%	87.25%	87.25%
HINMAN CO	700 TERRACE POINT DR	299086502	3.0	99.20%	98.90%	99.00%	98.96%	98.96%
MUSKEGON COUNTY	131 E APPLE AVE NEW-DO	299144702	4.0	100.20%	97.40%	92.30%	96.41%	96.41%
MUSKEGON COUNTY	990 TERRACE ST	299146001	4.0	98.20%	98.50%	98.40%	98.45%	98.45%
VILLAGE AT PARK TERRACE	1350 W HACKLEY AVENUE	394000501	4.0	95.10%	97.00%	97.70%	96.99%	96.99%
BRUNSWICK BOWLING PRODUCTS LLC	525 W. LAKETON AVE	399362001	3.0	99.20%	98.90%	99.00%	98.96%	98.96%

Meter Degradation Tables

The following tables document the agreed upon pre-retrofit and guaranteed post-retrofit accuracies used for each year of this agreement for the small meters. The pre-retrofit meter accuracy was measured and the post-retrofit meter accuracy is guaranteed at 99% for 10 years then degraded by 0.1% in year 11. The large meter accuracy shown above by meter is also degraded at 0.1% per year starting in Year 1 for pre-retrofit meter accuracy and 0.1% starting in Year 11 for post retrofit meter accuracy.

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Pre-Retrofit Meter Degradation Table			Guaranteed Post-Retrofit Meter Degradation Table		
Year	0.625"	0.75"	Year	0.625"	0.75"
Measured	96.93%	96.93%	Install	99.00%	99.00%
1	96.83%	96.83%	1	99.00%	99.00%
2	96.73%	96.73%	2	99.00%	99.00%
3	96.63%	96.63%	3	99.00%	99.00%
4	96.53%	96.53%	4	99.00%	99.00%
5	96.43%	96.43%	5	99.00%	99.00%
6	96.33%	96.33%	6	99.00%	99.00%
7	96.23%	96.23%	7	99.00%	99.00%
8	96.13%	96.13%	8	99.00%	99.00%
9	96.03%	96.03%	9	99.00%	99.00%
10	95.93%	95.93%	10	99.00%	99.00%
11	95.83%	95.83%	11	98.90%	98.90%
12	95.73%	95.73%	12	98.80%	98.80%
13	95.63%	95.63%	13	98.70%	98.70%
14	95.53%	95.53%	14	98.60%	98.60%
15	95.43%	95.43%	15	98.50%	98.50%
16	95.33%	95.33%	16	98.40%	98.40%
17	95.23%	95.23%	17	98.30%	98.30%
18	95.13%	95.13%	18	98.20%	98.20%
19	95.03%	95.03%	19	98.10%	98.10%
20	94.93%	94.93%	20	98.00%	98.00%
Degradation rate of 0.1% per year starting in Year 1.			Degradation rate 0.1% per year starting in Year 11 for all meters		

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V. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Installation Period and Annual Expected Project Benefits (both Measured & Non-Measured), to Customer within 60 days of the completion of the project as signified by the Customer endorsement of the Certificate of Final Completion.

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CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work, the Assured Performance Guarantee, and/or M&V Services;
2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;
3. Scheduling for shut-downs of affected locations during installation due to bad valves, lack of bypass, *etc*., in order to change the water meter;
4. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents within timeframes specified on the project schedule;
5. Providing the following information with respect to the project and project site within five (5) days following JCI's request:
    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site; and
    f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.
6. Customer shall continue to be responsible for all annual hardware and software maintenance agreements, hosting service fees, and extended warranties associated with the existing Master Meter Allegro AMI system.
7. Customer is responsible for any updates to AMI system firmware, software, or other system components which are required to read and operate the new meters.
8. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
9. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;
10. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
11. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;
12. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and AMI systems to include network infrastructure and meters affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications.
13. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefor;

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14. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;
15. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;
16. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2/2A or any other matter that may impact the Assured Performance Guarantee;
17. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;
18. Moving controls and controls programming to new equipment, to the extent equipment under control is changed out by Customer;
19. Provide a laydown area appropriate for Project needs;
20. Ongoing annual subscriptions for open blue digital services, Metasys, Cellular fees associated with irrigation controller beyond year 1, etc.;

In addition to the foregoing, Customer is responsible for the items set forth below in connection with utility meter projects:

21. Providing an area during construction for equipment and material laydown.
22. Providing an area for JCI office trailer.
23. Provide an area during construction for storage of water meters, boxes, lids, and other items that are removed from service.
24. Isolating the utility system to allow for water meter/valve change out, including identification of all shut-off valves;
25. Assisting in scheduling shutdowns, downtimes, and relocation of any new commercial vaults (if included in the Scope of Work);
26. Water line repairs further than 24” away from the water meter, unless otherwise noted herein. JCI is not liable for unavoidable damages outside of this 24” zone, either on the water distribution side or on the resident/business side, incurred from the water meter replacement process (*e.g.* shutoff, temporary outage, and restart of water service).
27. Assisting in matters relating to traffic safety during installation (as necessary);
28. Ongoing care and maintenance of the water distribution system, including all water meters, and AMI system equipment at or above manufacturers’ specifications and recommendations.
29. The 1.5” and larger Master Meter Octave ultrasonic water meters contain a battery that is designed to provide ten (10) years of service. Customer acknowledges that it is responsible for replacing these meters 10 years after installation.
30. At a minimum, the Customer shall be responsible for maintaining the existing water and sewer rate schedules. Any reduction in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges may reduce the projected project benefits to be recovered from improving water meter accuracy.
31. Customer acknowledges that the implementation of any water rationing programs will serve to decrease consumption and therefore decrease water and sewer billable usage.
32. Customer acknowledges that the projected benefits to be received through improved water meter accuracy are based upon the baseline water and sewer rate schedule and the reported baseline consumption. Should the Customer choose to forgive or reduce water bills as a service to its citizens, the Customer accepts responsibility for the decreased water and sewer billable usage.
33. The Customer assumes responsibility for authorizing any non-metered water usage.

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34. Customer is responsible for the regular operations of the water distribution system, including the reduction in water utility operating and maintenance costs as agreed to in this Agreement.

35. Customer is responsible for the continued maintenance of the work described in Schedule 1 upon route acceptance and substantial completion, including all water meters and AMI system endpoints. This includes the continuance of all hardware and software annual maintenance agreements and hosting fees.

36. Customer shall be responsible for all labor, material and ongoing fees as required for changes/modifications to new meters that are installed by JCI as part of this agreement that do not communicate with the existing Master Meter Allegro AMI system network. Changes/modifications may include but not limited to repositioning of an existing endpoint, changes to the type of endpoint installed, composite pit lids which may be required to facilitate RF communications, or new meter installations to change Sonata meters with integrated Master Meter Allegro AMI system endpoints to Sonata meters with non-integrated Master Meter Allegro AMI system endpoints. Customer may use contingency dollars to complete this work.

37. Customer is responsible for reading any meters which are not able to communicate with the AMI network via the backup mobile AMR system that is currently owned by the Customer until the necessary changes/modifications can be made to the existing meter location which allow it to communicate with the existing AMI network. JCI shall not be responsible for lost meter reads, meter consumption data, nor lost revenue as a result of the Customer failing to read these meters.

38. Customer is responsible for providing to JCI notice of any significant changes in schedules, operating hours, conditioned areas, personnel levels, changes in population, commercial, industrial, wholesale account base, credits to water bills, imposed water rationing programs, or any other item which may have an impact on utility consumption and other operating costs.

39. Customer shall notify JCI within forty-eight (48) hours of the failure of any equipment, controls or strategies that might significantly impact this performance contract.

40. Customer assumes responsibility for any damage to the water meters by foreign objects as well as any intentional damage to the water meters by others than JCI personnel or their subcontractors.

41. Customer accepts responsibility for aggressive degradation in water meter accuracy due to water quality issues including, but not limited to, the presence of sand or other debris, the addition of sequestration agents to the water, damage caused by pressure transients (water hammer), and the presence of scale caused by hard water. Likewise, Customer accepts responsibility for aggressive degradation in water meter accuracy due to changes in the water treatment process after project installation. Customer must maintain water quality at or better than the ranges found in the water quality report from November 17, 2025 (see Appendix 6) for each year of the M&V period. If analysis of water meters from the Customer's distribution system by a third-party laboratory indicates damage attributable to poor water quality and/or debris, the performance guarantee for that water meter will be voided, and the accuracy test results for this water meter may be removed from the sample population that is used to determine the overall weighted average meter accuracy. Additional water meter testing may be required to obtain a statistically valid random sample.

42. Customer acknowledges that the performance guarantee is not in effect on any portion of the system that requires warranty repair as authorized by the original equipment manufacturer until said repairs have been made.

43. Customer assumes responsibility for maintaining the average water system pressure that was present during the baseline consumption period. A decrease in water system pressure may cause subsequent decreases in both billed water consumption and water and sewer billable usage.

44. Customer acknowledges that weather may affect water consumption. Changes in the number of degree-days and/or annual rainfall amounts may serve to either increase or decrease billed consumption and its associated water and sewer billable usage.

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45. Customer acknowledges that demographic shifts (population growth or shrinkage) and changes in commercial business, industrial business and wholesale accounts may affect water consumption and its associated water and sewer billable usage.

46. The baseline consumption shall be defined as the sum of the annual billed consumption as provided to JCI by the Customer and agreed to in this audit and agreed to increase in billed consumption due to improving the accuracy of the water meters. In the event that the post-installation billed consumption does not increase, the Customer acknowledges that the agreed to increase in consumption was not realized may be due to factors beyond the control of JCI, such as changes in weather, demographic shifts, or usage patterns, as applicable.

47. Customer assumes responsibility for complying with any government mandates regarding water source regulations and permits. Should a conflict arise between Customer responsibilities as established by this Agreement and Michigan law or U.S. EPA legal or system operating requirements then the Michigan law or U.S. EPA legal or system operating requirements will prevail and be followed without penalty to the Customer.

48. Customer assumes responsibility for any damage resulting from acts of war and terrorism.

49. Customer shall be responsible for the testing and approval of all meter / pit lids, meter boxes, and associated locking / latching mechanisms installed during this project. JCI shall not be held liable for meter lid characteristics that are unwanted or otherwise unexpected including material construction, specific gravity, propensity to float, load bearing properties, impact bearing properties or the like. Should a pit lid be found broken or missing, Customer will be responsible for the pit lid replacement. Customer shall indemnify, defend, and hold JCI harmless from any claims (personal injury or otherwise) arising from meter lids bearing any unwanted or otherwise unexpected characteristics.

50. Relocation of residential meter boxes that are currently difficult to access.

51. Upgrade meter sets to current standards.

52. Repair / replace broken or inaccessible shut-off valves and/or curb stops unless otherwise noted in the above scope of work.

53. Customer shall be responsible for the repair or replacement of any meter pits, vaults, or boxes which are found to need such services unless otherwise noted in the above scope of work.

54. Any work relating to lead that goes beyond the unscrewing and screwing of couplings in order to remove and install meters will not be the responsibility of JCI. Moreover, JCI will not be responsible for any work that requires cutting any lead pipe.

55. Replacement/repair of isolation valves and backflow prevention devices is not covered under this agreement.

56. The Customer shall continue to be responsible for manually reading meters until all commissioning and acceptance plan steps are completed for the AMI system route.

57. The Customer shall be responsible for passing an ordinance that shall take ownership of water meters throughout the utility system that are included in this project but are not currently owned by Customer. This ordinance shall be passed prior to the commencement of meter installation activities.

58. Customer is responsible for the timely repair of leaks that are found via the leak survey and correlation services provided by ME Simpson in order to realize the projected benefits of the distribution leak detection survey.

59. Customer is responsible for maintaining the ongoing service agreements with ME Simpson for leak detection services beyond the Installation phase of this agreement.

In accordance with the General Scope of Work outlined in Schedule 1 of this contract, JCI shall **NOT** be responsible for meter communication/read rates to the existing Master Meter Allegro AMI system network.

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PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. *Price for the Work*. The price to be paid by Customer for the Work shall be **$42,446,868** (Forty-two million, four hundred forty-six thousand, eight hundred sixty-eight dollars).

2. *Downpayment*. Customer shall pay JCI $12,735,560 within 30 days after NTP #1.

3. *Work*.

   Fixed Payments for NTP#1 $16,489,164 (including payment for materials delivered to JCI and work performed on- and off-site) shall be made to JCI as follows:

   - Monthly progress payments thereafter, exclusive of downpayment.
   - All progress payments are due upon receipt.
   - The final payment, constituting the entire unpaid balance for the Work, shall be made to JCI upon Substantial Completion date.

   Additional Fixed Payments Upon NTP #2 $25,957,704 (including payment for materials delivered to JCI and work performed on- and off-site) shall be made to JCI as follows:

   - Monthly progress payments thereafter, exclusive of downpayment.
   - All progress payments are due upon receipt.
   - The final payment, constituting the entire unpaid balance for the Work, shall be made to JCI upon Substantial Completion date.

   JCI's pricing and schedule for this Agreement are based upon the Customer's issuance of the Notice to Proceed #1 prior to 90 days from contract execution. If the Notice to Proceed is not issued by such date, JCI shall be entitled to an equitable adjustment to the extent of substantiated impacts arising from the delay. If the Customer does not issue a NTP1, either party may provide notice of termination, which shall be deemed a termination for convenience if uncured, and Customer shall pay JCI the Project Development Cost specified in the Project Development Agreement.

   Subject to paragraph 4, JCI's pricing and schedule for this Agreement are based upon supply chain conditions and tariffs existing at the time of JCI's execution of this Agreement. If supply chain conditions or tariffs change to increase project duration or cost, the Parties shall collaborate on commercially reasonable mitigation strategies, and JCI may be entitled to an equitable adjustment.

   Customer is encouraged to pay JCI through Automated Clearing House ("ACH") or Electronic Funds Transfer ("EFT"). JCI payee and ACH/EFT account information are provided on pay applications and invoices.

4. *Failure of Payment*. If Customer does not pay JCI any sums due within seven (7) days after the date established in this Agreement, then JCI may, upon seven (7) days written notice to the Customer, and without prejudice to termination or other remedies, stop the Work until JCI's receipt of all sums due with interest. The Agreement shall be equitably adjusted to reflect the impact of such a suspension.

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NOTICE TO PROCEED 1

All Work except DPW FIM Implementation

Johnson Controls, Inc.
3312 Lousma Drive SE
Grand Rapids, MI 49548
ATTN: Brad Estadt

Re: Notice to Proceed for City of Muskegon Infrastructure Investment Program

Dear Brad Estadt:

This Notice to Proceed is being issued by City of Muskegon ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence Work under such contract.

This Notice to Proceed authorizes JCI to commence all Work under the contract except DPW FIM Implementation. JCI is authorized to commence design and project development work for the DPW FIMs, but implementation is subject to the NTP 2 – DPW FIM Implementation process referenced in paragraphs 1 and 3 of the Contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable mark-up thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

City of Muskegon	***ACKNOWLEDGED & AGREED TO:*** **Johnson Controls, Inc.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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NOTICE TO PROCEED 2 – DPW FIMs Implementation

Johnson Controls, Inc.
3312 Lousma Drive SE
Grand Rapids, MI 49548
ATTN: Brad Estadt

Re: Notice to Proceed for City of Muskegon Infrastructure Investment Program

Dear Brad Estadt:

This Notice to Proceed is being issued by City of Muskegon ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

JCI is authorized to commence all remaining Work under the Agreement, including implementation Work on the DPW FIMs. [If final scope, price, or guarantee for the DPW FIMs require reconciliation or modification in light of further project development, this NTP will amend the Agreement accordingly and attach revised schedules.]

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable mark-up thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

City of Muskegon	***ACKNOWLEDGED & AGREED TO:*** **Johnson Controls, Inc.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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CHANGE ORDER

Performance Contract dated , 20 between Johnson Controls, Inc. and Customer	Change Order No.	Date (mo/day/yr)
Customer [Insert Customer Name]		

The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.

Scope of Work changed as follows:

Total amount of this Change Order	$
Total Performance Contract amount as revised by this Change Order	$
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)

[check if applicable] Assured Performance Guarantee changed as follows:

Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.

JOHNSON CONTROLS, INC.	**CUSTOMER**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

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CERTIFICATE OF SUBSTANTIAL COMPLETION per FIM

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3312 Lousma Drive SE
Grand Rapids, MI 49548

City of Muskegon ("Customer")
1350 E. Keating Ave.
Muskegon, MI 49442

PROJECT: City of Muskegon Infrastructure Investment Program dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

a. The work _____(FILL IN FIM)_____ is substantially complete.

b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

c. The following punch list items must be completed by JCI (check as applicable):

☐ punch list attached

☐ punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 20____.

CUSTOMER:

Signature:_____

Printed Name:_____

Title:_____

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

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CERTIFICATE OF SUBSTANTIAL COMPLETION for Project

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3312 Lousma Drive SE
Grand Rapids, MI 49548

City of Muskegon ("Customer")
1350 E. Keating Ave.
Muskegon, MI 49442

PROJECT: City of Muskegon Infrastructure Investment Program dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract is substantially complete.

b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

c. The following punch list items must be completed by JCI (check as applicable):

☐ punch list attached

☐ punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 20____.

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

© 2025 Johnson Controls, Inc.

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
3312 Lousma Drive SE
Grand Rapids, MI 49548

City of Muskegon ("Customer")
1350 E. Keating Ave.
Muskegon, MI 49442

PROJECT: City of Muskegon Infrastructure Investment Program dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.

b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated _____, 20____.

CUSTOMER:

Signature:_____

Printed Name:_____

Title:_____

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

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Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Juneteenth Resolution 2026
Submitted by:	**Department:** Commissioner Request

Brief Summary:
Resolution to recognize Friday, June 19, 2026, as Juneteenth National Independence Day and to authorize the flying of the Juneteenth Flag at City Hall and Hackley Park from June 19th through the end of the month.

Detailed Summary & Background:

Goal/Action Item:
2027 Goal 3: Community Connection

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 ☐
Fund(s) or Account(s):	**Budget Amendment Needed:** Yes ☐ No ☐ N/A ☐

Recommended Motion:
Motion to approve the resolution as presented and fly the Juneteenth flag at City Hall and Hackley Park from Friday, June 19, 2026, through June 30, 2026.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

CITY OF MUSKEGON
RESOLUTION HONORING
JUNETEENTH NATIONAL INDEPENDENCE DAY

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

WHEREAS, news of the end of slavery did not reach the frontier areas of the United States, in particular the State of Texas and the other southwestern states, until months after the conclusion of the Civil War, more than 2 ½ years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

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

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

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

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

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

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

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

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

WHEREAS, Juneteenth Independence Day provides an opportunity for Muskegon residents and all Americans to learn more about the past and to better understand the experiences that have shaped the United States.

NOW, THEREFORE, BE IT RESOLVED that the City Commission for the City of Muskegon respectfully honors, acknowledges and reaffirms the 19th day of June as Juneteenth National Independence Day; and that in recognition, honor, and acknowledgement of the official federal holiday, Juneteenth National Independence Day, the City of Muskegon will fly the Juneteenth Flag at Muskegon City Hall and at Hackley Park in Muskegon starting Friday, June 19, 2026 through Tuesday, June 30, 2026.

The foregoing Resolution was offered by _____ and supported by _____ and same was duly passed at a general session of the City of Muskegon City Commission, with the vote as follows:

Yeas:

Nays:

Absent:

CERTIFICATION
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan at a regular meeting held on May 26, 2026.

By: _____
Kenneth D. Johnson, Mayor

By: _____
Ann Marie Meisch, MMC – City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Purchase of New Excavator for DPW
Submitted by: Dawson Romanosky, DPW Equipment Supervisor	**Department:** Public Works

Brief Summary:
Staff requests authorization to purchase a CAT 317 excavator from MacAllister Equipment in the amount of $247,825.58.

Detailed Summary & Background:
The time has come to replace our existing excavator. The current excavator is from 2004 and is becoming unreliable. The excavator is used for snow fence at the beach, docks at the marina, tearing down hazardous structures after fires, road projects, and water/sewer line repairs. After demoing a new 317 CAT from MacAllister Equipment at the compost site, staff verified it is the right piece of equipment for the needs at hand. The 317 CAT is similar to the existing excavator with slight upgrades to load capacity and digging depth. The new excavator comes with modern technology and safety features, like 360 view cameras, that will help the DPW staff operate safely and efficiently. MacAllister has been awarded the Sourcewell contract for Caterpillar equipment in the state of Michigan, with pricing for this model at $247,825.58.

Sourcewell is an organization that competitively solicits equipment, technology, and services and provides the pricing via cooperative purchasing agreements that allow public entities - such as government agencies, school districts, tribal nations, and nonprofits - to make purchases satisfying policy requirements such as public bidding.

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:
$247,825.58

Budgeted Item:

Yes	x	No		N/A		

Fund(s) or Account(s):
661-563-977

Budget Amendment Needed:

Yes		No	x	N/A		

Recommended Motion:
Move to authorize staff to purchase a CAT 317 excavator from MacAllister Equipment in the amount of $247,825.58.

Approvals:

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

Name the Policy/Ordinance Followed:
Purchasing Policy


CAT
317

SALES AGREEMENT

Quote No 151648-03
DATE May 18, 2026

6300 Southeastern Avenue., Indianapolis, IN 46203 Phone: (317) 545-2151- Fax:(317) 860-3310 Visit our website: www.macallister.com

SOLD TO		SHIP TO
PURCHASER	CITY OF MUSKEGON PURCHASING DEPARTMENT	<SAME>
STREET ADDRESS	1350 E KEATING AVE	
CITY/STATE	MUSKEGON, MI	
COUNTY		
POSTAL CODE	49442	
PHONE NO.	231 724 6905	
CUSTOMER CONTACT: EQUIPMENT		
CUSTOMER CONTACT: PRODUCT SUPPORT		F.O.B. AT:

INDUSTRY CODE:
PRINCIPAL WORK CODE:

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER
4984418	N/A	

PAYMENT TERMS: NET PAYMENT ON RECEIPT OF INVOICE ☑ NET ON DELIVERY ☐ FINANCIAL SERVICES ☐ ISC ☐ LEASE

Cash With Order	$0.00	Balance To Finance	
Contract Interest Rate	Payment Period	Payment Amount	Number Of Payments

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR **MODEL:** 317 PQZ1 **YEAR:** 2026 NEW ☑ USED ☐
STOCK NUMBER: 106769D **SERIAL NUMBER:** NDX23015 **SMU:** 13

317 07H HEX AM-N CFG1E	LINES, CYLINDER BOOM W/O BLCV	DECALS, EXTERIOR, ANSI
STORAGE PROTECTION (EXPORT)	LINES GP OIL W/ TCS,MED,W/BLD	FILM, INTERIOR, ANSI
STORAGE PROTECTION (EXPORT)	CAMERA, 360 VISIBILITY	FILM, STICK WARNING, ANSI
ROLL ON-ROLL OFF	LIGHTS, BOOM LH 1P	FILM, ROPS
BOOM, W/ EOU MOUNTS	LIGHTS, BOOM RH 1P	LINES, HIGH PRESSURE BOOM
STK, R9'6", W/ THUMB BRACKET	LIGHTS, CAB, W/RAIN PROTECTOR	LINES, HP, 9'6" STICK
LINKAGE, BKT 315 GRADE W/O EYE	BATTERIES, 2	SUPPORT, LINES AUXILIARY
CYLINDER, BOOM, W/O BLCV	CAB, DELUXE	LASER CATCHER, 7'3" & 9'6" STK
CYLINDER, STICK, W/O SLCV	WIPER, RADIAL W/LOWER	SUN SCREEN, REAR
CYLINDER, BUCKET	PROD LINK, PLE643/PLE743 RADIO	SCREEN, RADIATOR
ENGINE COUPLING STANDARD	NETWORK MANAGER, A6N1	CONTROL, QC PIN GRABBER
UNDERCARRIAGE, LONG W/O BLADE	GRADE 2D ASSIST & PAYLOAD	LINES, QUICK COUPLER BOOM
TRACK, 24" TG	GRADE SENSOR, 1 PC BOOM	LINES, QC, 9'6" STICK
GUARD, TRACK GUIDING, CENTRE	GRADE SENSOR,9'6" STICK	COUPLER, PG W/O PIN 316-318
HYDRAULIC PKG, COMB,ONE SLIDER	COUNTERWEIGHT, 7165LB	PRO THUMB, 70% ROTATION, NO LINK, PIN MOUNT, PIN OR QC LENGTH, MBRKT & BALL VALVE LINES

TRADE-IN EQUIPMENT

MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:
MODEL: YEAR: SN.:
PAYOUT TO: AMOUNT: PAID BY:

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. TRADE ALLOWANCE SUBJECT TO PAYOFF BALANCE OWED.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BEFREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

Sell Price	$247,825.58
Net Balance Due	$247,825.58
Ext Warranty	Included
Total Net Purchase Price	$247,825.58

☑ CATERPILLAR EQUIPMENT WARRANTY

INITIAL

The customer acknowledges that he has received a copy of the MacAllister Machinery Company Inc/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.

Warranty applicable including expiration date where necessary:
Standard Warranty New CAT Machines - 12 Months Unlimited Hours Full Machine. * All standard warranties include travel time and mileage for the first six (6) months. Scheduled Oil Sampling is require

317-60 MO/2000 HR POWERTRAIN + HYDRAULICS + TECH

Payment Terms and Conditions:
SUBJECT TO DEMO

CSA:
NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

MacAllister Machinery Company Inc — PURCHASER

ORDER RECEIVED BY Langbeen, Jim
REPRESENTATIVE

APPROVED AND ACCEPTED ON
CITY OF MUSKEGON PURCHASING DEPARTMENT
PURCHASER

BY
SIGNATURE

TITLE

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

1) Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

2) This order, when accepted by Seller, shall become a binding contract but shall be subject to strike, lockouts, accidents, fire, delays in manufacture ortransportation, acts of God, embargoes, or governmental action or any other causes beyond the control of the Seller whether the same as or different from the matterand things hereinbefore specifically enumerated, and any said causes shall absolutely absolve the Seller from any liability to the Buyer under the terms hereof.

3) Unless the equipment is paid for in full in cash at the time of delivery, Seller retains a SECURITY INTEREST in such equipment within the meaning of the UNIFORM COMMERCIAL CODE together with all and any substitutions, additions, or accessions, and in any and all proceeds from the sale, exchange or disposalthereof. Buyer, prior to or after delivery, specifically agrees to enter into and execute a FINANCING STATEMENT or statements, and a SECURITY AGREEMENT,setting forth the terms and conditions of the agreement between the parties in relation to the security interest of the Seller. In the event the Buyer fails to enter intosuch SECURITY AGREEMENT with the Seller, the entire balance of the purchase price shall at the Seller's option become due and payable, and the Seller shallhave all remedies available to him provided for and set out in the UNIFORM COMMERCIAL CODE, and at the Seller's option this order may be treated by the Selleras a SECURITY AGREEMENT insofar as the law allows. Buyer further agrees to execute and deliver to Seller any Promissory Note, or other evidence ofindebtedness that may be required by the Seller. However, any Note taken herewith shall evidence indebtedness only and is not to be considered or construed to bepayment for said equipment.

4) Buyer hereby certifies he has and will maintain **FULL PROPERTY INSURANCE** covering the equipment being purchased, **GENERAL LIABILITY INSURANCE** ofat least $500,000 and workman's compensation coverage to the limits of the state where the equipment will be operated until the owed balance is paid in full.

5) The Seller's responsibility for shipment ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereaftershall be make by the Buyer directly to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days afterreceipt of shipment.

6) The Buyer agrees that this order shall not be countermanded by him. Upon acceptance by Seller (and the execution and delivery of the contract or contracts, andNote or Notes required to consummate the sale as above specified), this writing will constitute a final expression of the parties' agreement and a complete andexclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement any of theterms of the Agreement. The Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein. Nooral agreement, guaranty, promise, condition, representation or warranty shall be binding. All prior conversations, agreements, or representations related heretoand/or said equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by the Seller.

7) The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in theoperation of said equipment, nor for any damages resulting to the Buyer by reason of any delays or any alleged failure of any equipment to operate.Buyer understands that Seller is neither the manufacturer of the equipment nor the agent of the said manufacturer, and Seller makes no expresswarranties other than those appearing herein as Seller's warranties. In addition, there are not implied warranties of merchantability or fitness for aparticular purpose in connection with the sale of the equipment hereunder.

8) In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by ProductLink to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machineserial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software andhardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable effortsto keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

9) MacAllister Machinery Company Inc makes no warranty or guarantee that this equipment or attachments meet any state or federal standards or regulations under authority of theOccupational Safety and Health Act of 1970, or the Construction Safety Act.

10) Under the terms of this order Seller is obligated to make warranty repairs during working hours, Seller regular working hours at regular time labor rates. If, at therequest of the Buyer, such warranty repairs are performed during overtime hours, Seller will charge Buyer the difference between amount computed at Seller'sregular time rates and overtime labor rates and shall be paid this amount by Buyer as a condition of this order.

11) Buyer agrees to indemnify and hold harmless Seller, its agents, employees, successors and assigns from and against any and all losses, damages, claims andexpenses, including legal fees incurred by Seller as a result of the use, condition (including patent or latent defects whether or not discoverable) or operation of theequipment, regardless of where, how, or by whom it may be operated.

12) Late Charge Policy: Late charges will be assessed at the rate of 1.5%permonth (18% per annum) on all invoices past due 30days.

13) In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney'sfees and costs.

14) This agreement shall be binding upon and shall insure to the benefit of the successors and permitted assigns of the parties hereto.

BILL OF SALE FOR PROPERTY TAKEN IN TRADE

For value received, buyer hereby bargains and sells, grants and delivers unto MacAllister Machinery Company Inc, Grantee, all ofbuyer's rights, title and interest in the used equipment described below offered in trade on equipment purchased bythe undersigned Buyer. The undersigned Buyer covenants with said Grantee that the undersigned Buyer is thelawful owner of said used equipment, that it is free from all liens and encumbrances. Buyer will warrant and defendsame against the lawful claims and demands of all persons. Trade Allowance Subject to Payoff Balance Owed.

Model	Make	S/N	Year	Trade Allowance	SMU	Payout To	Amount Owing	To Be Paid By	Notes

_____

_____

_____

_____

_____

_____

by _____

(Title)

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Liquor License Extension – Wonderland Distilling Co, 1989 Lakeshore Drive, Suite B
Submitted by: Isabela Gonzalez, Development Analyst	**Department:** Economic Development

Brief Summary:
Wonderland Distilling Company is requesting Local Government Approval for an amendment to its previously approved liquor license at 1989 Lakeshore Drive to allow the addition of beer and wine service.

Detailed Summary & Background:
Wonderland Distilling Company, located at 1989 Lakeshore Drive, Suite B, is requesting Local Government Approval for an amendment to its existing liquor license originally approved in 2019. The business currently operates under an Off-Premises Tasting Room Spirits License connected to its distillery operations at 2217 Lemuel Street in Muskegon.
The requested amendment would allow Wonderland Distilling to expand its current offerings to include beer and wine service in addition to its existing cocktail menu. According to the applicant, this is not a new liquor license request, but rather an extension of the previously approved license already associated with the business's manufacturing operations.
The applicant has indicated they are aware of and intend to satisfy all applicable Michigan Liquor Control Commission (MLCC) requirements associated with the license request. The applicant has indicated the facility has already received approvals from the County Health Department and MDARD (Michigan Department of Agriculture and Rural Development) .
Approval of the Local Government Approval form would authorize the City Clerk to sign the required documentation for submission to the State of Michigan and the MLCC.

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: N/A	**Budgeted Item:** Yes ☐ No ☐ N/A X
Fund(s) or Account(s): N/A	**Budget Amendment Needed:** Yes ☐ No ☐ N/A X

Recommended Motion:
I move to approve the liquor license amendment request for Wonderland Distilling Company located

at 1989 Lakeshore Drive, Suite B, and authorize the City Clerk to sign the required Local Government Approval documentation.

Approvals:

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

Name the Policy/Ordinance Followed:

Michigan Liquor Control Commission's local legislative approval process

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____
(For MLCC use only)

Local Government Approval For On-Premises Tasting Room Permit

(Authorized by MCL 436.1536)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (name of township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Wonderland Distilling Co.
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: 1989 Lakeshore Dr Suite B, Muskegon, MI 49441& 1991 Lakeshore Dr Suite A, Muskegon, MI 49441

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ (name of township, city, village)

council/board at a _____ meeting held on _____
(regular or special) (date)

Print Name of Clerk	Signature of Clerk	Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, Mi 48906
Fax to: 517-763-0059

LARA is an equal opportunity employer/program.Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Contract for Housing Exemption - Jackson Hill Estates
Submitted by: Jake Eckholm, Development Services Director	**Department:** Economic Development

Brief Summary:
The PILOT for Jackson Hill Estates is expiring in March of 2027, and General Capital is requesting a 10 year extension.

Detailed Summary & Background:
The Village at Jackson Hill is a longtime senior housing LIHTC in the community that features some of the lowest rents per square foot in the metro area. In March of 2027, the 25 year affordability period will expire, which places the community on the regular tax rolls. General Capital is requesting a 10 year extension with a 4% PILOT as currently applies to the site. They have recently been awarded a Weatherization Program Grant from Mid Michigan Community Action in order to perform capital improvements to the units such as new windows and other energy efficiency improvements. The current PILOT payment is roughly 13-14,000 dollars per year.

The site will de facto revert to market rate, unsubsidized units in the event of an expiration of the PILOT and so staff recommends approval of the extension.

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: NA	**Budgeted Item:** Yes ☐ No ☐ N/A X
Fund(s) or Account(s): NA	**Budget Amendment Needed:** Yes ☐ No ☐ N/A X

Recommended Motion:
Motion to approve the Contract for Housing Exemption as presented, and to authorize the mayor and clerk to sign

Approvals: Immediate Division: X	**Name the Policy/Ordinance Followed:** Chapter 82 of the General Code of Ordinances

Head		
Information Technology		
Other Division Heads	X	
Communication		
Legal Review		

CITY OF MUSKEGON
FIRST AMENDED AND RESTATED
CONTRACT FOR HOUSING EXEMPTION

This Agreement between GenCap Village at Jackson Hill Limited Dividend Housing Association, LLC, a Michigan limited liability company of 6938 North Santa Monica Boulevard, Fox Point, WI 53217 (the "Owner") and the City of Muskegon, 933 Terrace Street, Muskegon MI (the "City") is made pursuant to the following terms:

RECITALS

A. Owner owns The Village at Jackson Hill located in the City of Muskegon which is a low-income housing project (for the elderly) as defined in City Ordinance 2-6(e)(3), (the "Project").

B. The Project was granted a tax exemption for a twenty-five (25) year period on March 13, 2002, which would expire on March 13, 2027.

C. The Owner has entered a Weatherization Assistance Program ("WAP") with Mid-Michigan Community Action Agency. A copy is attached as Exhibit A.

D. The City encourages the rehabilitation of the said low-income housing project which is identified by the working name of The Village at Jackson Hill.

E. The legal description of the Project if set forth in Exhibit B attached to this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Grant of Exemption**. As contemplated and pursuant to Act 346 of the Public Acts of 1966, as amended, the State Housing Development Authority (the "Act"), the City hereby grants an exemption from all property taxes attributable to the buildings which consist of rental units offered to eligible low income persons and families as defined by the Michigan State Housing Development Authority (the "Authority") for an additional period of ten (10) years to then terminate on March 13, 2037.

2. **Term of Exemption**. This exemption shall continue for the period of time the housing units remain subject to income and rent restrictions pursuant to Section 42 of Internal Revenue Codes of 1986, as amended (IRS Codes), or the Authority Regulatory Agreement not to exceed 10 years. The City agrees to be contractually bound by this Agreement to honor the

exemption status of the proposed project as provided therein and in this Agreement for the entire period during which the Project is financed by the Authority or subject to a low income housing tax credit ("LIHTC") Regulatory Agreement under Section 42 of the IRS Codes, provided that the said loan or a loan originally financed by the low income housing tax credits continues outstanding and not in default as more particularly set for in Sections 2-6 subsection (2) of the Ordinance.

3. **Responsibilities of the Owner**. The Owner agrees to perform the following:

3.1 The Owner shall pay the service charge and payment in lieu of taxes set forth in Section 2-6(F) of the Ordinance in a timely manner (on or before July 1 of each year during the time the exemption is in effect). For said purposes the Owner recognizes and will abide by all of the collection provisions of the ordinance, including without limitation, the acceptance of the lien provisions status of the payments in lieu of taxes in the event of default as set fort in 2-6(h), (i) and (j) of the Ordinance. The service charge shall equal four percent (4%) of the contract rents charged for the total of all units in the exempt housing project, whether the units are occupied or not and whether or not the rents are paid.

3.2 The Owner agrees to file all information required by the Ordinance and further to meet its obligations to the Authority in connection with the Authority's administration of the LIHTC program.

4. **Term**. This Agreement shall continue in effect for the entire period of eligibility for the exemption as set forth herein. The City considers itself bound by this Agreement for the entire term hereof.

5. **Interpretation of Financing**. The City agrees that the financing of the mortgage by the use of low income housing tax credits or the existence of the LIHTC Regulatory Agreement constitutes financing of the loan by the Authority in fulfillment of the requirements of Section 2-6(e)(3) of the Ordinance.

6. **Third Party Beneficiary**. This Agreement shall benefit the parties named, including the limited dividend housing association to be formed and further shall benefit the Authority, or such other mortgagee as may have financed the housing project, which may enforce this Agreement, both as its interest may appear, and on behalf of the Developer and its successors and assigns. No other party is a beneficiary of this Agreement.

7. **Counterparts**. This Agreement may be executed in several counterparts and an executed copy hereof may be relined upon as an original.

8. **Binding and Benefit**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

9. **Severability**. If any of the provisions of this Agreement, or the application thereof to any person, party or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to persons, parties or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law

10. **Effective Date**. The effective date of this Agreement is the date that Owner or its assignee acquires the Property.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below.

Dated: _____, 2026

CITY OF MUSKEGON

By: _____
, Mayor

Dated: _____, 2026

_____
, Clerk

Dated: _____, 2026

GENCAP VILLAGE AT JACKSON LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company

By: GenCap Village at Jackson Hill MM, LLC, its Managing Member

By: General Capital Management, Inc., its Manager

By: _____

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Recognizing June as Pride Month
Submitted by: Ken Johnson, Mayor	**Department:** Mayor's Office

Brief Summary:
June is Pride Month; the following resolution is offered as a way to acknowledge Pride Month and the LGBTQ+ community. The resolution notes that the Pride Flag will be flown at Hackley Park during Pride Month and that a Pride Display can be done at City Hall.

Detailed Summary & Background:

Goal/Action Item:
2027 Goal 3: Community Connection

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
n/a

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
To approve the resolution as presented, fly the Pride Flag at Hackley Park during Pride Month, and support a Pride display at City Hall.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:
More integrated community

RESOLUTION No. _____

City of Muskegon Resolution Honoring Pride Month

WHEREAS, the City of Muskegon is home to a diverse and vibrant Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual (LGBTQIA) community, and is committed to supporting their visibility, dignity, and inclusion; and

WHEREAS, LGBTQIA folx contribute meaningfully to every aspect of civic life, including education, public health, business, government, sports, technology, literature, civil rights, and the arts; and

WHEREAS, each June, communities across the country commemorate Pride Month in honor of the 1969 Stonewall Uprising, a pivotal moment in the struggle for LGBTQIA rights and justice; and

WHEREAS, Pride Month is a time to honor the resilience, contributions, and advocacy of LGBTQIA people, to recognize the progress that has been made, and to reaffirm the City's steadfast commitment to equality and respect for all residents, employees, and visitors; and

WHEREAS, despite advancements, LGBTQIA individuals continue to face discrimination and marginalization, underscoring the importance of solidarity, public recognition, and active support from communities like Muskegon; and

WHEREAS, symbols such as the Pride Flag represent diversity, inclusion, and joy, with their public display promoting awareness and acceptance; and

WHEREAS, the City of Muskegon is proud to host the Muskegon Pride Festival in Downtown Muskegon, drawing thousands of people from throughout West Michigan and beyond.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby proclaims June as *Pride Month* in the City of Muskegon; and

BE IT FURTHER RESOLVED that, in celebration of Pride Month, the City of Muskegon will fly the Pride Flag at Muskegon City Hall and at Hackley Park in Muskegon starting Monday, June 1, 2026 through Thursday, June 18, 2026, and will also host a Pride-themed garden display at City Hall as a visible expression of support, respect, and unity.

The foregoing Resolution was presented by Mayor Johnson, acted upon by Commissioner _____ for adoption, which was supported by Commissioner _____, and was duly passed at a general session of the City of Muskegon City Commission.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City to be affixed this 26th day of May, 2026.

Kenneth D. Johnson, Mayor

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Termination of Easement - 20 W. Muskegon Avenue
Submitted by: Jake Eckholm, Development Services Director	**Department:** Economic Development

Brief Summary:
Muskegon Pediatrics is buying the building at 20 W. Muskegon from Fresh Coast Alliance in the Pine Street corridor for their new offices. There is an unnecessary facade easement on the building that must be terminated prior to sale.

Detailed Summary & Background:
Muskegon Pediatrics has an accepted offer on the building at 20 W. Muskegon after they determined it was a preferable location for their offices than their previous planned site at the Century Club. During title work on the transaction, it was discovered there is an old easement related to the exterior facade of the building. It appears to date back decades and may actually be related to a companion building that has since been removed from the parcel. In order for the building sale to proceed, the easement must be terminated. Staff recommends approval of the termination prepared by the city attorney.

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: NA	**Budgeted Item:** Yes | | No | | N/A | X |
Fund(s) or Account(s):	**Budget Amendment Needed:** Yes | | No | | N/A | X |

Recommended Motion:
Motion to approve the termination of easement for 20 W. Muskegon Avenue, and to authorize the mayor and clerk to sign.

Approvals: Immediate Division Head | X |	**Name the Policy/Ordinance Followed:**

Information Technology		
Other Division Heads		
Communication		
Legal Review		

Termination of Easement

This Termination of Easement is being entered into on May ___, 2026, by the **City of Muskegon**, of 933 Terrace St, Muskegon, MI 49440 (the "City"), and **Fresh Coast Alliance**, a Michigan non-profit corporation, of 1190 E. Apple Ave., Muskegon, MI 49442 ("Fresh Coast"), with reference to the following facts:

Background

A. Fresh Coast own real property commonly known as 20 W. Muskegon Avenue, Muskegon, Michigan 49440, which is legally described on **Exhibit A** (the "Property").

B. The City granted a facade easement affecting the Property (the "Easement") to a prior owner of the Property for the purpose of preserving the historical appearance and exterior facade of a building located on the Property, and to ensure that such facade and related exterior improvements were maintained in good repair and condition, as recorded in Liber 2220, Page 855 in the Muskegon County Register of Deeds.

C. Fresh Coast is in the process of selling the Property and desires to terminate the Easement prior to closing as the building and related improvements benefitted by the Easement have been removed from the Property, and the Easement no longer provides any practical benefit or use.

D. Accordingly, the parties agree that the Easement is no longer necessary and desire to enter into this Agreement to terminate the Easement.

Therefore, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the parties agree as follows:

1. **Termination of Easement.** The parties agree that the Easement is terminated and shall be of no further force and effect following the execution of this Agreement by the parties to this Agreement.

2. **Waiver and Release.** The City expressly waives, releases, and relinquishes any and all rights, title, or interest, whether legal or equitable, previously granted or arising under or in connection with the Easement.

3. **Binding Effect.** This Termination of Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Recording.** This Termination of Easement shall be recorded with the Muskegon County Register of Deeds.

This instrument is exempt from county and state real estate transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a), respectively.

This Termination of Easement shall be effective as of the date first set forth above.

The City –

By: _____
Name: Ann Meisch
Title: Clerk

By: _____
Name: Ken Johnson
Title: Mayor

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me on _____, 2026, by **Ann Meisch, Clerk** of the City of Muskegon, and **Ken Johnson**, Mayor of the City of Muskegon.

_____
, Notary Public
State of Michigan, County of Muskegon
My commission expires:

FRESH COAST ALLIANCE –

_____
By:
Its:

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me on _____, 2026, by **_____, _____ of Fresh Coast Alliance**.

_____
, Notary Public
State of Michigan, County of Muskegon
My commission expires:

Prepared by and when recorded return to:
Brennen J. Gorman
Parmenter Law
P.O. Box 786
Muskegon, MI 49443-0786

Exhibit A

Property

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

Lots 18 through 23, inclusive, Block 187, Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, as recorded in Liber 3 of Plats, Page 71

Parcel No.: 24-205-187-0018-00
Commonly known as: 20 W. Muskegon Ave., Muskegon, MI 49440



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Rad Dads Agreement — Discussion
Submitted by: Jonathan Seyferth, City Manager	**Department:** Manager's Office

Brief Summary:
For some time, the City and Rad Dads have been working towards an updated Participating Agreement for their space in Trinity Health Arena. Attached is the updated agreement.

Detailed Summary & Background:
This updated Participation agreement brings Rad Dads' agreement into closer alignment with other restaurants in the arena. The agreement also gives Rad Dad's the option to, at its own expense, expand its outdoor eating area to include an upper deck (paragraph 27). Any expansion needs to meet all zoning and building code approvals and application processes, and the cost would be borne by Rad Dads.

The agreement, consistent with other agreements in the building, offers multiple renewal options — in this case, 6 through 2056. With each renewal term, the monthly base rent payment will increase. If Rad Dads chooses not to renew its agreement, it must provide the city with 6 months' notice. The monthly base rent is listed on page 2, this does not include Common Area Maintenance (CAM) fees.

Paragraphs 20 & 21 outline the City's options if Rad Dads defaults on its agreement. The City must give Rad Dads notice and a cure period if it defaults. If not cured, the city may terminate the agreement. The specific steps are outlined in Paragraph 21.a.i.

The updated agreement includes arena participation payments to the teams in the arena (paragraph 3c)

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:	**Budgeted Item:**
Fund(s) or Account(s):	**Budget Amendment Needed:**

Yes		No		N/A	X	

Recommended Motion:
none - for discussion only

Approvals:

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

Name the Policy/Ordinance Followed:

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AGREEMENT FOR MANAGEMENT OF A PORTION OF A LICENSED PREMISES PURSUANT TO PARTICIPATION AGREEMENT

This Agreement for Management of a Portion of a Licensed Premises Pursuant to Participation Agreement ("Agreement") is made May 12, 2026 ("Effective Date"), by and between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (the "City"), and **Rad Dads', L.L.C.**, a Michigan limited liability company, of 470 W. Western Avenue, Muskegon, Michigan 49456 ("Rad Dads") (the City and Rad Dads collectively referred to herein as the "Parties").

Background

A. The City owns the Trinity Health Arena located at 470 W. Western Avenue, Muskegon, Michigan 49456 (the "Arena"). The City is responsible for the operation, maintenance, and improvements of the Arena and has the authority to authorize the use of portions of the Arena on an exclusive and non-exclusive basis.

B. Rad Dads commenced operations in the Arena in 2018.

C. The City is owner of a Class C liquor license issued by the Michigan Liquor Control Commission ("MLCC") (the "License"). The Parties previously entered into that certain Participation Agreement dated March 3, 2022, pursuant to MLCC Rule 436.1041 to permit Rad Dads the limited use of the License for its bar/restaurant business ("Restaurant") located within the Arena (the "Participation Agreement".) A copy of the application to the MLCC for the Participation Agreement is attached hereto on **Schedule 1**.

D. The Parties now wish to mutually terminate the Participation Agreement and enter into this Agreement, subject to MLCC approval pursuant to MLCC Rule 436.1041, to restate and clarify the terms and conditions within the Participation Agreement and continue to permit Rad Dads limited use of the License.

NOW THEREFORE, intending to be legally bound, the City and Rad Dads hereby agree as follows:

1. **Premises and Term.** The City agrees to allow Rad Dads the exclusive right to use and manage the Premises, as depicted on the attached **Exhibit A** (the "Premises"), for the Term of this Agreement. The Initial Term of this Agreement shall commence upon the full execution of this Agreement by all Parties (the "Commencement Date") and shall expire on March 22, 2031 (the "Expiration Date"). Provided that Rad Dads is not in Default of this Agreement, as defined in Section 24 below, Rad Dads shall have six (6) additional five (5) year options to renew this Agreement (individually a "Renewal Term" and collectively the "Renewal Terms"). Unless Rad Dads gives the City six (6) months written Notice of its intent to not renew this Agreement for the next Renewal Term prior to the Expiration Date, the next Renewal Term shall automatically renew. Provided that Rad Dads does not give notice to not renew this Agreement, then upon each Renewal Term references in this Agreement to the "Term" shall thereafter include the Initial Term and any Renewal Term exercised. References to the Expiration Date shall thereafter be deemed to be the

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last day of the Term or Renewal Term, unless terminated prior thereto pursuant to the terms of this Agreement.

2. **MLCC Participation Permit**. Upon execution of this Agreement, the Parties agree to act in good faith and to utilize their best efforts to make application to the MLCC to approve this Agreement and either (i) confirm that the Parties current Participation Agreement will continue in good standing or (ii) approve a new participation agreement pursuant to MLCC Rule 436.1041. The Parties acknowledge that despite the MLCC's approval of the current Participation Agreement that this Agreement remains contingent upon and shall only become effective upon the MLCC's approval of this Agreement.

3. **Rent**. "Rent" shall consist of Base Rent, additional charges for Common Area Maintenance ("CAM"), and the Arena Participation Payments, if any, as hereinafter set forth.

a. **Base Rent Payment**. During the Initial Term and during each subsequent Renewal Term properly and timely exercised, Rad Dads shall pay to the City the Monthly Base Rent in the amount as set forth below, to be paid in advance on the first business day of each calendar month during the Term, without demand:

Term	Monthly Base Rent Payment
Initial Term 5/12/2026-3/22/31	$3,155.05
Renewal Term 2 3/23/27-3/22/36	$3,407.45
Renewal Term 3 3/23/36-3/22/41	$3,680.04
Renewal Term 4 3/23/41-3/22/46	$3,974.44
Renewal Term 5 3/23/46 - 3/22/51	$4,292.40
Renewal Term 6 3/23/51-3/22/56	$4,635.79

b. **CAM Payment**. In addition to the Base Rent Payment, Rad Dads shall pay to the City a monthly additional payment of $1,750.00 during the Initial Term for CAM expenses, to be paid in advance on the first business day of each calendar month during the Term, without demand ("CAM Payment"). Should Rad Dads elect to extend the term of this Agreement as specified in Section 1, Rad Dad's CAM payment shall increase on the anniversary of each calendar year in the same amount of any increase in the Consumer Price Index ("CPI") from the previous calendar year or by five percent (5%), whichever is lower. In no event shall the CAM payment be decreased due to changes in the CPI. All CAM payments must be paid in advance on the first business day of each calendar month, without demand.

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c. **Arena Participation Payment.** Rad Dads will either (1) work with the Arena's Hockey League team, Soccer League team, and Indoor Football League team (collectively, the "Teams"), to reach an agreement for compensation for each game played in the Arena, or (2) pay to the City a sum equal to the total of the following: (i) $500 for each United States Hockey League game, (ii) $400 for each Major Arena Soccer League game or comparable arena soccer league, and (iii) $400 for each Professional Indoor Football League game or comparable indoor football league (individually a "Game" or collectively the "Games"), that take place at the Arena each month (the "Arena Participation Payment"). Rad Dad's obligation to make the Arena Participation Payment only arises when the arena has sold at a minimum Twelve Hundred (1,200) tickets to any such game. Upon written verification from the City of the paid attendance to any such game, Rad Dad's will pay the Arena Participation Payment on the first day of the calendar month following a month in which a Game occurred. By way of example, if there are two (2) Hockey League games, one (1) Soccer League game, and one (1) Indoor Football League game that take place in the month of January, then in addition to the Base Use Payment and Additional Use Payment due to the City on February 1st, Rad Dads would owe the City an Arena Participation Payment in the amount of $1,800.00. Following collection of the Arena Participation Payment, the City will forward to each Team its portion of the Arena Participation Payment. As of the Effective Date, the "Hockey League" team means the Muskegon Lumberjacks, "Soccer League" team means the Muskegon Risers, and "Indoor Football" team means the Muskegon Ironmen. Notwithstanding the foregoing, Hockey League, Soccer League, and Indoor Football refers to any Hockey, Soccer, and Indoor Football team that is similar in level and character to the Muskegon Lumberjacks, Risers, and Ironmen. It is the intent of the parties that if any additional teams similar in level and character host a game that this Arena Participation Payment would apply to Rad Dads.

d. **Payment; Late Charge**. The Base Rent Payment, CAM Payment, and Arena Participation Payment are collectively referred to herein as "Rent". The City shall have all the same rights and remedies for non-payment of Rent or the Debt Payment. The Rent and Debt Payment shall be paid to the City via ACH. The City shall provide Rad Dads with proper and correct account information and instructions for Rad Dads to pay Rent and Debt Payments via ACH. Any Rent or Debt Payment that is not received in full within five (5) business days after such Rent or Debt Payment is due will be subject to a late charge equal to Five Hundred Dollars ($500.00) per late payment of Rent or Debt Payment.

4. **Rad Dads Compensation.**

a. **Base Compensation.** Rad Dads shall retain one hundred percent (100%) of the net profits generated from the operation of the Restaurant, including the sale of alcoholic beverages under the License, non-alcoholic beverages, food, merchandise, and cover charges and other goods and services which would not constitute a violation of MLCC rules. The term "net profits" as used in this Agreement shall mean all revenue

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derived from the operation of the Restaurant less all expenses related to the operation of the Restaurant. During the term of this Agreement, at the request of the City, Rad Dads shall deliver to the City an income statement certified by an officer or manager of Rad Dads' setting forth its profits. In the event the City, in its reasonable and necessary discretion as the Licensee needs additional information, Rad Dads' will grant to the City the right to have access to inspect all books, accounts, records and reports, that may be kept by Rad Dads' showing all financial information related to the operation of the Restaurant. If a review discloses any discrepancy in required record keeping, the parties shall mutually agree on a Certified Public Accountant to review the financial statements and records of Rad Dads' and determine compliance. Such determination shall be binding on the parties. The City shall handle all information derived from Rad Dads books, accounts, and records in compliance with the City's policies on confidentiality and non-disclosure.

b. **Closure Credit.** The City may host events that require the temporary closure of Rad Dads. The City shall not owe Rad Dads any compensation or consideration for the first twenty (20) hours (per each calendar year) that the Arena causes the temporary closure of Rad Dads. For each hour that exceeds twenty (20) hours, the City shall credit Rad Dads a Rent credit of Two Hundred Fifty Dollars ($250.00) per hour. In addition to any Rent credit, if the temporary closure of Rad Dads is for an event at which tickets are sold, the City will reimburse Rad Dads One Dollar ($1.00) per each ticket sold. The City shall account to Rad Dads regarding the number of tickets sold at any such event within ten (10) business days following the event. No closure credits will be granted to Rad Dads if a closure is made at Rad Dads discretion or is due to Rad Dads failure to pay city income taxes, business license fees, or its failure to comply with any local ordinances, fire codes, or other governmental or administrative rules and regulations.

c. **Notice Regarding Closure.** The City shall give Rad Dads at least ten (10) business days written Notice of the request for temporary closure. In the event that such Notice is not timely, the City shall credit Rad Dads a One Thousand Dollars ($1,000.00) Rent credit in addition to any Rent Credit Rad Dads receives pursuant to Section 4.b above.

5. **Inventory Purchase**. To the extent required by MLCC rules, Rad Dads shall order and purchase all alcohol used by Rad Dads in the operation of its Restaurant. Rad Dads must reimburse the City for all alcohol purchases within thirty (30) days of invoice from the City. Nonpayment within thirty (30) days of the City's invoice shall be deemed an immediate Default under this Agreement.

6. **Taxes**. Rad Dads agrees that it will pay all expenses in connection with the use and management of the Restaurant, the Premises, and all fixtures therein, including, but not limited to, all taxes, permits, fees, license fees (except for the License) and assessments lawfully levied or assessed upon the Restaurant, Rad Dads personal property, or upon its use of the Premises.

7. **Utilities and Other Service Charges**. The City will pay for all water, sewer, gas, electricity, heat, sewage, and trash pickup costs for the Arena, inclusive of the Premises, as well as for internet, cable, and DirectTV for Rad Dad's use. Notwithstanding the foregoing, the City may change cable and television subscriptions at City's reasonable discretion. The City however

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shall provide a sports streaming channel at the City's expense. Rad Dads is responsible for all telephone costs it chooses to incur. Rad Dad's has the right to obtain additional streaming services, at Rad Dad's expense.

8. **Interruption of Services**. The City does not warrant that any of the services or utilities referred to in this Agreement will be free from interruption, curtailment, or suspension, and Rad Dads acknowledges that any one or more of such services may be suspended by reason of accident or repairs, Alterations (defined in Section 17 below), or improvements, or by reason of causes beyond the control of the City. Except as may otherwise be provided herein, no interruption, curtailment, or suspension of service shall be deemed an eviction or disturbance of Rad Dads use of the Premises or any part thereof, or render the City liable to Rad Dads for damages, or relieve Rad Dads from the full and complete performance of all Rad Dads obligations under this Agreement, nor shall there be any abatement of any Rent Payment or Debt Payment. Rad Dads shall not be permitted to install new or additional utility facilities anywhere throughout the Premises without the prior consent of the City. Notwithstanding the foregoing, any interruption of utilities directly and solely caused by the intentional misconduct or gross negligence of the City, resulting in Rad Dads inability to conduct its business at the Arena in whole or in part for a period of ten (10) consecutive days that Rad Dads would otherwise be open, will entitle Rad Dads to a pro rata abatement of the monthly Rent Payment payable for each day that such services are interrupted and Rad Dads is required to close.

9. **Improvements; Maintenance and Repair**.

a. **Rad Dads Obligations**. During the Term, subject to the City's obligations hereunder, Rad Dads, at its sole cost and expense, shall keep and maintain the Premises, including any improvements or permitted Alterations thereon, in good order and condition, and perform any maintenance and make necessary repairs and replacements necessary to keep the Premises, improvements, and any Alterations in good order and condition, ordinary wear and tear excepted. All maintenance, repairs, replacements, and renewals made to the Premises by or on behalf of Rad Dads shall be made and performed (i) at Rad Dads sole cost and expense, (ii) by fully licensed, insured, and bonded contractors and mechanics, (iii) in a good and workmanlike manner, (iv) with materials at least equal in quality, value, and utility to those used in the original work or installation, (v) in accordance with such reasonable requirements as the City may impose with respect to insurance to be obtained by Rad Dads or Rad Dads contractors with respect to such work, (vi) in full compliance with all applicable laws, codes, ordinances, and regulations of governmental authorities having jurisdiction over the Premises, and (vii) free and clear of any mortgage, pledge, lien, encumbrance or security interest of any kind, including any mechanic's liens.

b. **The City Obligations**. During the Term, the City shall be responsible for Material Repairs to any Structural Components or Building Systems (as each of those terms are defined below). Notwithstanding anything to the contrary herein, (i) any maintenance, repairs, or replacements of any kind that are necessitated due to the acts, omissions, negligence or intentional misconduct of Rad Dads or Rad Dads shareholders, directors, owners, managers, agents, servants, employees, contractors, invitees, or licensees ("Rad Dads' Agents"), or as a result of Rad Dads failure to perform its obligations under this

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Agreement, shall be Rad Dads responsibility to perform at its sole cost, and (ii) the determination as to whether a repair or a replacement is needed shall be made by the City in its sole discretion. For purposes of this Agreement, "Structural Component" shall mean the following Structural Components of the improvements located at the Premises: roof, footings, exterior and supporting walls, slab, structure, foundations, and structural steel columns and girders. Also, for purposes of this Agreement, "Building Systems" shall mean HVAC system, plumbing, internal wiring and electrical.

c. **Common Area Maintenance**. During the Term, the City shall be responsible for furnishing "janitorial services" for the exterior of the building and in lobby areas and restrooms used by the public, exclusive of those areas used and managed by Rad Dads, the cost of which is included in the CAM Payment. The City shall allow Rad Dads the use of the City's dumpsters, the cost of such service is included in the CAM Payment. The City shall maintain in good working order, all public ways, seats and eating areas and structures of the Arena, including plate glass, roof, and outer walls and heating, electrical and plumbing supply sites, air conditioning and hot water supply units. As used in this Agreement, the phrase "common area maintenance" or "CAM" means the maintenance required to be performed by City for the common or joint use and benefit of Rad Dads, licensees and invitees of the Arena and all items of expense relating to operating, managing, supervising, equipping, policing and protecting, lighting, repairing, replacing, and maintaining the appearance, safety and utility of the common areas in the Arena. The City shall also be responsible to manage, operate, and maintain all common areas within the Arena and environs owned by the City in good order and condition, and perform any maintenance and make necessary repairs and replacements necessary to keep the Arena and environs, its improvements, and any Alterations in good order and condition including all parking areas, but not limited to, plowing of snow, paving, and repair of potholes. The City shall also maintain the common areas in an attractive condition. The City's obligation for CAM shall apply to all common areas defined as all other areas of the Arena that are not within Rad Dads control and not part of the Premises, but including any area that has not been established by the City for exclusive use.

d. **Notice**. If any maintenance, repairs and/or replacements are required to be made to the Premises by the City under this Agreement, Rad Dads shall promptly notify the City and the Arena Manager in writing. Except as otherwise set forth herein, the City shall not be liable to Rad Dads for any damage or inconvenience, and Rad Dads shall not be entitled to any abatement or reduction of any Use Payment, by reason of any maintenance, repairs, replacements Alterations, or additions made or required to be made by the City under this Agreement.

e. **Failure to Maintain and Repair and Failure to Perform Common Area Maintenance**. If Rad Dads fails to commence making any repair, replacement, renewal, or maintenance under this Agreement, after ten (10) days prior written Notice from the City of the need for any such repair, replacement, renewal, or maintenance, or if the City fails to commence making any repair, replacement, renewal, or maintenance, including CAM under this Agreement, after ten (10) days prior written Notice from Rad Dads of the need for any such repair, replacement, renewal, or maintenance except in the case of an

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emergency (in which case only Notice of the need for such repair, replacement, renewal, or maintenance under this Agreement shall be required) and same has not been completed within ten (10) days of such Notice, or, in the case of an emergency, is not promptly completed, the other Party (the "Repairing Party") may make such repairs or replacements, or perform such maintenance or cause such repairs or replacements to be made or maintenance to be performed. On the Repairing Party's written Notice of the performance and cost of any maintenance, repairs, renewals, or replacements made pursuant to this section, the other Party must promptly reimburse the Repairing Party for the reasonable costs of such maintenance, repair, or replacements incurred by the Repairing Party pursuant to this section, together with interest on any such sum at the rate of eight percent (8%) per annum from the date that is fifteen (15) days following the date of the Notice until the date paid. Prior to making any emergency repairs, the Repairing Party shall use reasonable efforts under the circumstances to contact the other Party to give that Party an opportunity to perform its obligations hereunder. This section is not the exclusive remedy, and each Party preserves all other claims allowed at law.

10. **Use**. The Premises may only be used by Rad Dads for the operation of its Restaurant business open to the general public and such use includes any and all special events conducted on the Premises that are reasonably related to Rad Dads Restaurant business and for no other reason (the "Permitted Use"). Rad Dads will use the Premises in a careful, safe, and proper manner and will not commit waste, overload the floor or structure of the Premises, or subject the Premises to use that would damage the Premises or that would otherwise make insurance difficult or impossible to obtain. Rad Dads shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises other than those that are typical from the business operated for the Permitted Use. Rad Dads shall at all times comply with all MLCC rules and regulations.

11. **Quiet Enjoyment**. The City covenants to Rad Dads that the City will not obstruct, interfere with, or take away from Rad Dads beneficial use of the Premises and will not act or fail to act so as to impair the character and value of the Premises and will not allow the site lines and view from Rad Dads into the Arena, or from the Arena into Rad Dads to be totally obstructed, except as otherwise may be permitted in this Agreement. The City retains the right to construct a physical barrier, in addition to the existing physical barrier, between Rad Dads and the Arena concourse that does not significantly impair visibility from Rad Dads space into the Arena. The barrier may be transparent or see-through in nature in order to keep Rad Dads patrons from entering the Arena by means other than the Gate (as defined below).

12. **Arena Entrance from Rad Dads**. The Premises includes a gate that allows access from the Premises to the Arena concourse area (the "Gate"). The Gate is as marked on **Exhibit A**. Rad Dads may have the Gate open to allow patrons access between the Arena and the Premises during events held at the Arena when the Arena is open to the general public, including but not limited to during all Games. When the Arena is open to the general public, the Gate does not need to be monitored by a security attendant. Rad Dads may also have the gate open to allow patrons access between the Arena and the Premises during Games and other ticketed events as permitted by the City; however, a security attendant must be present at the Gate. The security attendant will be from the same company servicing security to the rest of the Arena during the Games or ticket

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event. The security attendant shall be responsible for scanning tickets and preventing unauthorized access into the Arena. If Rad Dads desires to have the Gate open during Games, the cost of the security attendant will be borne by Rad Dads. The City will bill Rad Dads its share of the costs monthly and payment shall be made within five (5) business days. When the Gate is opened, food and alcoholic beverages may flow between the Premises and the Arena concourse. Notwithstanding the foregoing, alcoholic beverages must stop entering the Arena concourse from the Premises when last call for alcoholic beverages sold within the Arena is announced. Last call is typically announced in the Arena at 9:00 pm; however, the time for last call may vary between Games and other ticketed events and the City will directly communicate such time to Rad Dads. Notwithstanding anything herein to the contrary, the Gate shall not be opened during any (i) MHSAA games or practices, (ii) graduations, or (iii) other events as determined by the City in its sole but reasonable discretion upon ten (10) business days written Notice to Rad Dads.

13. **Liens**. Rad Dads has no express or implied authority to create or place, or permit to be placed, any mechanic's lien, construction lien, charge, or any other lien or encumbrance of any kind whatsoever ("Liens") upon the Premises or any improvements thereon, including to those who may furnish materials or perform labor for any construction or repairs, and will not subject the Premises or any part thereof or the City's interest in the Premises to any Lien of any kind. Rad Dads shall at all times keep the Premises free from any and all Liens arising out of any work performed, materials furnished, or obligations incurred by or for Rad Dads or any of Rad Dads' Agents. If any Liens is filed as a result of the act or omission of, or work performed by or at the direction of, Rad Dads or any of Rad Dads' Agents, Rad Dads will cause such Liens to be immediately discharged, but in no event later than ten (10) days after Notice from the City thereof. If Rad Dads fails to cause the Liens to be fully discharged within the ten (10) day period, then, in addition to any other right or remedy, the City will be entitled, but not obligated to, discharge the same by paying the amount claimed to be due or by deposit or bonding proceedings. Rad Dads will indemnify and save the City and the City's Agents harmless from all Losses (defined below) to the extent arising from any Liens filed as a result of the act or omission of, or work performed by or at the direction of Rad Dads or any of Rad Dads' Agents or arising from Rad Dads failure to timely discharge same. Rad Dads shall reimburse the City for any and all reasonable costs and expenses which may be incurred by the City by reason of the filing of any such Liens and/or the removal of same, such reimbursement to be made within five (5) days after Rad Dads receipt of Notice from the City. The failure of Rad Dads to pay any such amount to the City within said five (5) day period shall carry the same consequences as failure to pay any installment of Use Payment or Debt Payment.

14. **Compliance with Law**. The City agrees that during the Term, it will, at its own cost and expense, promptly company with all applicable federal, state, county, city and municipal or other governmental or quasi-governmental statutes, charters, laws, rules, orders, codes, decrees, regulations and ordinances affecting the portions of the Arena that are common to all Rad Dads of the Arena (i.e. all positions of the Arena that are not leased to other parties) (the "Common Areas"), or the occupancy, use, or repair thereof, including, without limitation, the Americans With Disabilities Act and the Americans with Disabilities Act Amendments Act (together, "ADA"), all rules, orders, and regulations of all public officers including the police, health and fire departments and with the National Board of Fire Underwriters or other similar organizations for the prevention of fire or the corrections of hazardous conditions, and all other orders, ordinances, judgments, regulations, codes, directives, permits, licenses, covenants and restrictions of record now or

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hereafter applicable to the Common Areas or the occupancy, use, or repair thereof (collectively, "Legal Requirements"). Rad Dads agrees that during the Term, it will, at its own cost and expense, promptly comply with: (a) all present and future federal, state, county, city and municipal or other governmental or quasi-governmental statutes, charters, laws, rules, orders, codes, decrees, regulations and ordinances affecting the Premises or the occupancy, use, or repair thereof, including, without limitation, the Legal Requirements, including making such Alterations and modifications to, at, or about the Premises that are required by Legal Requirements whether as the result of Rad Dads use or operation of the Premises or otherwise; and (b) the requirements of all insurance companies having policies of general liability, fire, or other insurance at any time in force and effect with respect to the Premises and its permanent improvements. Following the execution of this Agreement Rad Dads shall be responsible for all ADA Title III compliance in, on, and throughout the Premises, including any improvements or other work to be performed in the Premises under or in connection with this Agreement. Rad Dads will also be responsible for the cost of ADA "path of travel" requirements arising from or required by Alterations in or the use of the Premises.

15. **Sublease or Assignment**. Rad Dads shall not assign this Agreement without the prior written approval of the City. Any transfer or change in the ownership of Rad Dads will be deemed an assignment of this Agreement requiring approval by the City. Any attempted transfer or change in ownership without the City's consent will be deemed void and constitute a non-curable Rad Dads Default under this Agreement. Rad Dads request for consent will include the details of the proposed assignment, transfer, or change in ownership including the name, business and financial condition of the prospective transferee, financial details of the proposed transaction, criminal history, and any other information the City reasonably deems relevant in its sole discretion. No assignment of this Agreement by Rad Dads, whether in whole or in part, nor the granting of any consent by the City with respect thereto, shall relet or relieve Rad Dads from liability for the Use Payment, Debt Payment, or performance of any other obligations of Rad Dads under this Agreement, unless otherwise agreed by the City and Rad Dads in writing.

16. **Risk of Loss**. The risk of loss, damage, or destruction with respect to the Premises and all of Rad Dads personal property, improvements, or permitted Alterations will be borne by Rad Dads at all times. If by reason of any cause the Rad Dads space is damaged to such an extent that the Rad Dads space is unusable in whole or in substantial part, then:

a. If the repairs and rebuilding necessary to restore the Rad Dads space to its condition prior to the occurrence or the damage can be in the reasonable judgment of Rad Dads be completed within ninety (90) days from the date on which the damage occurred, Rad Dads shall so notify the City in writing and shall proceed promptly with such repairs and rebuilding, and in such event the use of the Premises shall be abated for the period from the date of the occurrence of such damage to the date upon which such repairs and rebuilding are completed; and

b. If such repairs and rebuilding cannot, in the reasonable judgment of Rad Dads, be completed within ninety (90) days, the City and Rad Dads can mutually agree either to:

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i. Have Rad Dads proceed promptly with said repairs and rebuilding, in which event the said use shall be abated; or

ii. To terminate this Agreement.

17. **Insurance**.

a. **The City Obligations**. During the Term, the City will maintain all risk ("All Risk") property insurance, insuring the Arena, but excluding Rad Dads personal property and any improvements or permitted Alterations made by Rad Dads, in an amount as reasonably determined by the City. The City may also carry, at the City's option, commercial general public liability insurance and such other insurance and additional coverages as it may deem necessary, in its reasonable discretion, including, but not limited to, flood insurance and rent loss insurance (which insurance shall be in addition to, and not in lieu of, any insurance required to be maintained by Rad Dads). The City shall not be obligated to insure any of Rad Dads personal property, any other furniture, equipment, trade fixtures, machinery, goods, personal property or supplies which Rad Dads may keep or maintain in the Premises or any improvements or permitted Alterations made by Rad Dads upon the Premises. Rad Dads shall not be named as an additional insured on any policy of liability insurance maintained by the City. Rad Dads shall not have any interest in or benefit under other insurance that the City may, in its reasonable discretion, decide to obtain and maintain under this Agreement. As the owner of the License, the City shall also maintain liquor liability insurance issued by a carrier accepted by MLCC and either complete form LC-95 or file a similar Proof of Liquor Liability Insurance form which has been approved by MLCC. Rad Dads shall be named as an additional insured on the liquor liability policy and a copy shall be provided to Rad Dads.

b. **Rad Dads Obligations**. At all times during the Term, Rad Dads, at its expense, shall maintain in effect the following insurance, with insurers authorized to do business in the State of Michigan:

i. Insurance coverage on all of Rad Dads personal property and other contents at the Premises, as well business interruption insurance coverage with commercially reasonable limits.

ii. Commercial general liability insurance, which shall include premises liability, contractual liability, personal and advertising injury, and products/completed operations coverage. Such policy shall insure against claims for bodily injury, death, or property damage occurring on, in, or about the Premises, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in aggregate, as well as coverage for damage to Premises with not less than a Five Hundred Thousand Dollar ($500,000.00) limit, and an umbrella policy with at least a One Hundred Thousand Dollar ($1,000,000.00) limit. All such policies shall include the City as an additional insured on a primary basis with a waiver of subrogation in accordance with this Section 12.

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iii. Special Form All Risk property insurance, insuring all of Rad Dads personal property and any Fixtures, permitted Alterations made by Rad Dads, or improvements that are the responsibility of Rad Dads located on the Premises, equal to the full Replacement Cost of such property.

iv. Workers' compensation insurance or self-insurance, and other similar insurance covering all persons employed in connection with Rad Dads business as required by applicable laws of the State of Michigan.

c. **Insurance Standards**. All insurance required by Section shall be carried with companies licensed to do business in Michigan having an A.M. Best's rating of at least A-/VII and shall be written as primary policy coverage and not contributing with, or in excess of, any coverage carried by the City. All policies must name Rad Dads as the named insured Party and, except for worker's compensation (if applicable) and other employer-related policies, and insurance on Rad Dads personal property, all policies shall name as additional insureds or loss payees, as applicable, the City (on a primary basis) and its successors or assigns as their interests may appear and shall endeavor to provide at least thirty (30) days written Notice to any additional insureds before cancellation or material modification. Furthermore, all insurance policies that Rad Dads is required to maintain will provide coverage to the City whether or not the event giving rise to the claim is alleged to have been caused in whole or in part by the acts, omissions, or negligence of the City; all policies must be primary, with any policies of the City being excess, secondary, and noncontributing. Upon commencement of this Agreement and as requested by the City from time to time, Rad Dads shall furnish the City with certificates issued by its insurance agent evidencing the coverage required by Section 12(b) above or replacements and renewals thereof. For purposes of this Agreement, "Replacement Cost" shall mean the actual Replacement Cost of the property requiring replacement from time to time, less exclusions provided in the standard form of fire insurance policy.

d. **Subrogation**. The City and Rad Dads, on behalf of themselves and their insurers, each hereby waives any and all rights of recovery against the other, the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of the other and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each of the foregoing (collectively, "Representatives"), for loss of or damage to its property or the property of others under its control, to the extent that such loss or damage incurred by the waiving Party is actually covered by any insurance policy in force (whether or not described in this Agreement) at the time of such loss or damage, or required to be carried under this Section, less any deductibles. All property insurance carried by either Party will contain a waiver of subrogation against the other Party to the extent such right was waived by the insured Party prior to the occurrence of loss or injury. If Rad Dads fails to insure Rad Dads personal property within the Premises, Rad Dads shall conclusively be deemed to have waived any claim against or recovery from the City to the extent that any such claim or recovery would have been covered by an All Risk casualty insurance policy for such personal property and contents and therefore would have been within the scope of a waiver of subrogation contained in such policy of insurance.

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18. **Alterations and Additions**.

a. **Approval**. Except for mere decorations and Permitted Work Items (defined below) that are necessary for Rad Dads operations, Rad Dads shall not make any structural or non-structural changes, alterations, additions, modifications, or improvements to the Premises or the improvements thereon, or install any Fixtures in or to the Premises (any of the foregoing, "Alterations") without the prior written consent of the City, which may be withheld in the City's sole discretion. All permitted Alterations, whether structural or nonstructural, shall be performed in a good and workmanlike manner and shall be done at Rad Dads sole cost and expense and in compliance with all Legal Requirements. Upon the City's request, Rad Dads will deliver copies of all governmental permits, authorizations, approvals, and certificates related to such Alterations.

b. **Permitted Work Items**. "Permitted Work Items" are considered Alterations that (i) do not cost more than $10,000.00, (ii) does not modify or affect the roof, plumbing, HVAC, or electrical systems, foundation, slab, structural steel columns and girders, or any other Structural Components of the Premises or otherwise affect the structural integrity of the Premises, and (iii) does not create, cause, or result in any repair or replacement obligations of the City. Notwithstanding the foregoing, the City shall have no maintenance, repair, or replacement obligations with respect to any Alterations, all of which shall be the responsibility of Rad Dads; and in no event shall Rad Dads be permitted to develop, improve, or otherwise build or place any structures or improvements on any of the vacant portions of the Premises without the prior consent of the City which is subject to the City Commission approval and all applications and procedures required to request approval.

19. **Indemnification**. Rad Dads covenants and agrees to indemnify, defend and save the City and the City's Agents harmless from and against any and all claims, demands, expenses (including reasonable costs and reasonable attorney fees), Losses, suits, causes of action, penalties, taxes, fines, liabilities, and damages ("Losses"), whether brought by any third Party or directly by the City or any of the City's Agents, to the extent arising from or caused by (i) any occurrence in or about any part of the Premises during the Term, including, without limitation, injury to persons or damage to property, (ii) the use of the Premises or any part thereof by Rad Dads, any of Rad Dads' Agents, or any person in or about the Premises with the express or implied consent of Rad Dads, and (iii) any Rad Dads Default or any failure to perform or comply with or breach by Rad Dads of any Legal Requirement or any covenant, agreement, representation, or warranty made by Rad Dads pursuant to this Agreement; except, in any case, to the extent any such damage, loss, death or injury is caused by the gross negligence or willful misconduct of the City or the City's Agents or the breach of this Agreement by the City. Rad Dads further agrees to pay the City and to indemnify the City and the City's Agents for all reasonable attorney fees and expenses incurred in enforcing the terms of this Agreement or any other rights or remedies of the City assuming only if the City is the prevailing Party. Rad Dads obligations hereunder shall not be negated nor reduced by virtue of an insurance carrier's denial of coverage for the occurrence or event which is the subject matter of the claim or refusal to defend.

20. **Default by Rad Dads**. The occurrence of any one of the following shall constitute an event of default by Rad Dads ("Rad Dads Default"):

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a. Failure by Rad Dads to pay any installment of the Use Payment, Debt Payment, or other sum required to be paid by Rad Dads pursuant to this Agreement in full when due.

b. Any violation of the rules and regulations of the MLCC or any violation of any law, rule, ordinance, or regulation by Rad Dads.

c. Rad Dads abandons or vacates the Premises before the Expiration Date.

d. Filing of a petition against Rad Dads for adjudication of it as a bankrupt or insolvent, or for its reorganization or the appointment of a receiver or trustee for the benefit of its creditors, if such petition is not dismissed within sixty (60) days of filing; or the filing of such a petition by Rad Dads; or an assignment by Rad Dads for the benefit of creditors.

e. Rad Dads shall attempt or there shall occur any assignment, subleasing, or other transfer of Rad Dads interest in or with respect to this Agreement or the Premises except as otherwise expressly permitted in this Agreement.

f. Rad Dads fails to continuously maintain any insurance required to be maintained by Rad Dads pursuant to this Agreement.

g. Rad Dads breaches or otherwise fails to perform or comply with any other covenant or condition of this Agreement or to abide by any term of this Agreement.

h. Rad Dads dissolves or otherwise fails to maintain legal existence.

21. **The City's Remedies**.

a. If any default by Rad Dads under this Agreement shall have occurred then Rad Dads shall have ten (10) days to cure such default following written notice from the City. The City agrees to extend such ten (10) cure period if the City finds in its sole discretion that Rad Dads is taking all reasonable steps to cure such default and the default cannot be cured within ten (10) days due to factors outside of Rad Dads control. Notwithstanding the foregoing, if Rad Dads has received written Notice twice from the City of any default during the Term, then Rad Dads shall not receive any further cure period or Notice of defaults but shall instead be deemed to be in immediate default under this Agreement and, in addition to pursuing any and all remedies available to the City at law or equity, the City at its option may pursue any one or more of the following remedy options:

i. Terminate this Agreement by giving Rad Dads written Notice of such termination, in which event, the Term and all right, title, and interest of Rad Dads hereunder shall end on the date specified in such notice.

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ii. With or without terminating this Agreement, reenter the Premises, or any part thereof, and relet, or attempt to relet, any or all parts of the Premises by giving Rad Dads written Notice of such.

iii. Enforce the provisions of this Agreement and enforce and protect the rights of the City hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation, injunctive relief, recovery of all moneys due or to become due from Rad Dads under any provision of this Agreement, and any other damages incurred by the City by reason of Rad Dads Default under this Agreement.

iv. For any violation of the License, the City may impose any costs, fines, or fees it incurs due to such violation on Rad Dads and Rad Dads shall immediately reimburse the City for such costs, fines, or fees.

b. If the City exercises any of the remedies provided above, then Rad Dads shall surrender its use of and vacate the Premises immediately.

c. In the event of termination of this Agreement or reentry of the Premises or any part thereof, with or without terminating this Agreement, such termination or repossession shall not release Rad Dads, in whole or in part, from Rad Dads obligation to pay the Use Payment, Debt Payment, and all other sums required to be paid by Rad Dads for the full Term, and the aggregate amount of the Use Payment, Debt Payment, and all other sums required to be paid by Rad Dads during the Term shall, at the option of the City, be immediately due and payable by Rad Dads to the City, and the City shall have the right to immediate recovery of all such amounts.

d. In any such case, the City may (but shall be under no obligation to except as may be required by law) relet or grant the use and occupancy of the Premises or any part thereof, for such fees, time (which may be for a term extending beyond the Term of this Agreement), and terms as the City, in the City's sole discretion, shall determine. The City shall not be required to accept any Rad Dads offered by Rad Dads or to observe any instructions given by Rad Dads relative to such reletting or grant of use and occupancy.

e. All rights and remedies of the City under this Section shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises. The rights and remedies of the City, and the obligations and liabilities of Rad Dads, under this Section and elsewhere in this Agreement shall survive the termination of this Agreement and/or Rad Dads usage right.

22. **Default by the City**. Nothing contained in this Agreement shall be construed as limiting or precluding the recovery by Rad Dads of any sums or damages or equitable relief to which, Rad Dads may lawfully be entitled by reason of any default hereunder on the part of the

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City. A default by the City hereunder means its failure to abide by any term of this Agreement. If any default by the City under this Agreement shall have occurred and Rad Dads has provided the City with written Notice of such default, the City shall have thirty (30) days to cure such default following written notice from Rad Dads.

23. **Inspection**. The City shall have the right, at reasonable times during business hours to inspect all parts of the Premises. The City shall not materially interfere with or disrupt the operation of Rad Dads business in the exercise by the City of its rights under this Section and shall, at all times, observe Rad Dads reasonable security requirements.

24. **Surrender**. On the Expiration Date or earlier termination of the Term, Rad Dads shall surrender and deliver possession of the Premises in good order with all maintenance, repairs or replacements which are the obligation of Rad Dads completed, ordinary wear and tear excepted. Rad Dads shall remove from the Premises, at Rad Dads sole cost and expense, all of Rad Dads personal property. Any of Rad Dads personal property, trade fixtures, Alterations, or other contents not removed by Rad Dads upon the Expiration Date, or within ten (10) days after the earlier termination of this Agreement, shall be considered abandoned and the City may dispose of the same as it deems expedient, and Rad Dads waives all claims against the City for any damages resulting from the City's retention and disposition of such property. The City will not store any of Rad Dads personal property or any other contents. Rad Dads agrees that all structures and improvements on the Premises and all fixtures are the property of the City, shall remain on the Premise, and shall be in good usable order and condition, with allowance for reasonable wear and tear and damage by the elements, and also excepting damage arising from acts, events and conditions beyond the control of Rad Dads. The City shall have the right upon such Expiration Date or termination to enter upon and take possession of such property.

25. **Reservation of Rights.**

a. The City reserves the right to further develop or improve the Arena as it sees fits, regardless of the desires or view of Rad Dads, so long as the improvements do not encroach into the existing footprint or operations of Rad Dads.

b. The City reserves the right to adopt, from time to time, reasonable rules and regulations for the operation of the Arena which are not inconsistent with the provisions of this Agreement. Rad Dads Agents, employees, invitees, and licenses shall comply with all those rules and regulations.

26. **Signs**. Subject to any existing City obligations or additional approvals that the City is required to obtain as it relates to signage, Rad Dads shall have the right to place signs within the Premises identifying and promoting Rad Dads, provided such signs comply with the local ordinances and regulations. Rad Dads may provide to the City a digital sign to be displayed on the digital marquee located outside the Arena that faces Shoreline Drive at a frequency and at similar times provided to other Rad Dads of the Arena, but in no event shall any display of Rad Dads sign be at a lesser frequency and at times afforded any other Restaurant located in the Arena. Upon the expiration of the Term, Rad Dads shall remove all signage and shall restore and repair any damage caused by the installation or removal of such signs.

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27. **Buildout and Western Avenue Digital Marquee**. Rad Dads may expand the outdoor eating venue to include an upper deck adjacent to the east side of the Arena, in close proximity to the Premises, and in a form substantially similar to that as set forth on the renderings attached as **Exhibit B**. Rad Dads shall submit construction plans to the City for approval, which the City shall review in its ordinary course of business. If approved, the cost of the buildout, including, but not limited to all design, construction, approvals, permits, and licenses, shall be borne one hundred percent (100%) by Rad Dads. Rad Dads shall obtain all necessary governmental approvals and comply with all applicable laws, ordinances, and regulations related to the construction and use of the venue. In consideration that Rad Dads will bear the cost of the buildout, Rad Dads shall not be charged any additional Rent for the outdoor space and the outdoor space will not be factored into any future rent increases.

Rad Dads may install a digital marquee thereon in the area of the northwest intersection of Western Avenue and Fourth Street, subject to Rad Dads' receipt of all necessary governmental approvals. Rad Dads shall comply with all applicable laws, ordinances, regulations, and existing City obligations related to the construction and installation of a digital marquee. A rendering of the digital marquee is included in the drawings attached as Exhibit B.

28. **Notices**. All Notices, requests, demands, waivers, consents, and other communications required or permitted by this Agreement ("Notice") shall be in writing and shall be deemed given (a) when personally delivered to the Party to be given the Notice, (b) when sent by electronic mail ("e-mail") to the Party to be given the Notice, (c) on the third (3rd) business day following the day such Notice is deposited in a United States mailbox with postage prepaid if sent via certified mail, return receipt requested, or (d) on the day following the day such Notice is deposited in the custody of an overnight courier service. Notice to each Party shall be deemed properly addressed if sent to the following applicable address for each Party (which address for either Party may be changed by Notice given by such Party to the other Party):

As to the City: City Mayor
City Manager
933 Terrace Street
Muskegon, MI 49440

As to Rad Dads: Rad Dads' L.L.C.
Attn: Matthew Gongalski
470 W. Western Avenue
Muskegon, MI 49440
mailto:

With Copy to: Parmenter Law
Attn:
Brennen Gorman
601 Terrace Street, Suite 200
Muskegon, MI 49440
Brennen@parmenterlaw.com

With Copy to: Smith Haughey Rice & Roegge
Attn: Kevin Even
900 Third Street, Suite 204
Muskegon, MI 49440
keven@shrr.com

Each Party is solely responsible to ensure that the other's e-mail address is "whitelisted" to ensure that messages will not be caught by a spam filter or similar electronic filtering. E-mails are deemed received if they have been sent to the e-mail address provided above, even if not actually received by the other Party because of a spam filter or a technological problem beyond the sender's control. A response by one Party to any e-mail sent to the e-mail address of the other Party is conclusive proof of the functionality of the e-mail address as required under this Agreement. Each Party is

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solely responsible for maintaining a viable e-mail address, for regularly checking its e-mail account(s), and for managing all spam filters applied to the account(s).

29. **Waiver**. Any particular waiver by the City or Rad Dads of any covenant or condition of this Agreement shall extend to that particular case only in the manner specified and shall not be construed as applying to or in any manner waiving any further or other rights hereunder. The receipt of Use Payment by the City, with knowledge of any breach of this Agreement by Rad Dads or of any default on the part of Rad Dads in any of the conditions or covenants of this Agreement, shall not be deemed to be a waiver of any provision of this Agreement.

30. **Holding Over**. Any hold over by Rad Dads beyond the expiration of the Term shall give rise to a tenancy from month-to-month, cancellable on thirty (30) days written Notice by either Party, notwithstanding the provisions of any law or rule to the contrary. In no event shall the City be deemed to have consented to any such holdover, and the City may withhold its consent to holdover in its sole discretion; provided, however, during any such hold-over period, Rad Dads shall pay the City (i) 150% of the cumulative Use Payment last prevailing hereunder (prorated for each day Rad Dads holds over) and (ii) any other charges or costs incurred during the hold-over period for which Rad Dads is responsible under this Agreement (prorated for each day Rad Dads holds over) and (iii) any other damages incurred by the City directly resulting from the holdover, including, without limitation, attorney fees.

31. **Governing Law**. The City and Rad Dads hereby agree that this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Michigan without giving reference to principles of conflict of laws. The state courts of the State of Michigan shall have jurisdiction to hear and determine any dispute among the Parties pertaining directly or indirectly to this Agreement or any matter arising therefrom, and Rad Dads expressly consents and submits in advance to such jurisdiction in any action or proceeding commenced in such courts by either Party hereto. The Parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

32. **Miscellaneous**.

a. The headings preceding each section of this Agreement are for convenience of reference only and shall not affect the construction or meaning of the provisions hereof.

b. If any part of this Agreement is found to be invalid or unenforceable, it shall not affect any remaining portion of this Agreement, which shall continue to be in full force and effect and be severable from any invalid provision.

c. This Agreement, including any exhibits hereto, constitutes the entire agreement between the Parties and shall supersede any other agreements, written or oral, dated prior to the execution of this Agreement. No provision of this Agreement may be waived, changed, cancelled, modified or discharged orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change,

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cancellation, modification or discharge is sought. This Agreement represents the entire agreement between the Parties, and fully and completely sets forth all terms and conditions of the transactions embodied in this Agreement.

d. Except as otherwise provided above, neither Party shall be liable to the other Party for any loss, injury, delay, damage, or other casualties suffered or incurred by a Party due to any force majeure event beyond the reasonable control of that Party except for Losses, damages, and costs arising from a Party's failure to satisfy its monetary obligations under this Agreement. Notwithstanding the foregoing, nothing in this Section and no force majeure event shall be deemed to delay or excuse or otherwise relieve Rad Dads from any liability for the timely payment of any Rent or other sum owed by Rad Dads under the terms of this Agreement unless Rad Dads s unable to perform its obligations due to a pandemic such as the COVID 19 pandemic (or similar pandemic) which led to government shutdown of public establishments.

e. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.

f. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective legal Representatives, permitted successors and assigns.

g. Rad Dads hereby represents and warrants that neither Rad Dads, nor any persons or entities holding any legal or beneficial interest whatsoever in Rad Dads, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named in the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Term, a default will be deemed to have occurred, without the necessity of Notice to Rad Dads.

h. This Agreement shall be governed by the internal laws of the State of Michigan, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

[SIGNATURE PAGE ON FOLLOWING PAGE]

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[SIGNATURE PAGE]

The City – City of Muskegon

By: _____
Name: Ann Meisch
Title: Clerk

By: _____
Name: Ken Johnson
Title: Mayor

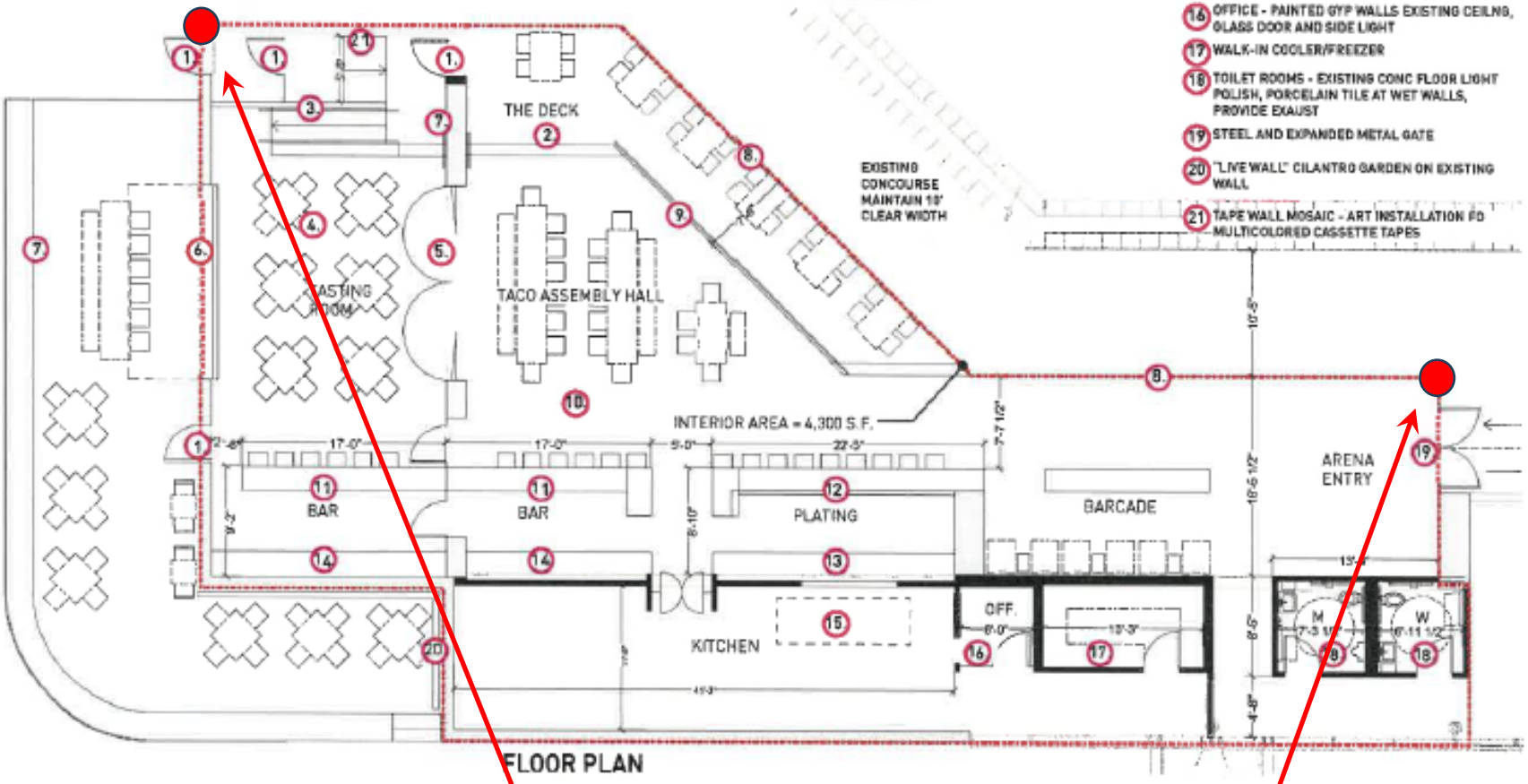
Rad Dads – Rad Dads' L.L.C.

DocuSigned by:
By: _____
29FEB9C8D48F430...
Name: Matthew Gongalski
Title: Authorized Member

Exhibit A

Rad Dads' Space

1. BLACK ANODIZED ALUMINUM AND GLASS ENTRY DOOR MEDIUM STILES, 3'-0"W X 7'-4"H
2. DARK GREY COMPOSITE DECKING (TREX) ON NON-COMB FRAMING. 10" HIGH ABOVE CONCOURSE WITH BLACKENED STEEL EDGE PLATE AND DECORATIVE LED LIGHTING BELOW.
3. BLACKENED STEEL EXPANDED MESH IN STEEL FRAME. FROM DECK TO UNDERSIDE OF ROOF ~10'-0"H X 12'-6" LONG. GLASS VESTIBULE BEHIND AT ENTRY.
4. TASTING ROOM-LIGHT GRIND EXISTING FLOOR, EXPOSED CONC. CEILING, CORRUGATED METAL WALL PANEL SOUTH WALL
5. CUSTOM STEEL AND GLASS DOORS IN 9'-4"H X 16'-0" L OPENING.
6. OPTION A-FOLDING "HANGAR" STYLE DOOR WITH GLASS OPTION B-GLASS AND ALUMINUM OH SECTIONAL DOOR. 9'-4"H X 16'-0" L
7. EXISTING BRICK VENEER WALL. CLEAN AND POINT AS NECESSARY
8. BLACKENED STEEL EXPANDED MESH IN STEEL FRAME MOUNTED ON DECK 48" HIGH 90' LONG
9. BLACKENED STEEL HANDRAIL 2"X 2" SQUARE TUBING ON POSTS 6'-0" O.C. MOUNTED TO DECK
10. TACO ASSEMBLY HALL- CLEAN AND POLISH EXISTING TERRAZZO FLOOR, CORRUGATED METAL WALL PANEL SOUTH AND EAST WALL, "POLAROID" LED CHANDELIER
11. FRONT BAR- BLACK STAINED CONCRETE TOP, CEMENT BD FRONT WITH STEEL FOOT REST/BASE AND LED ACCENT LIGHTING
12. FRONT BAR- BLACK STAINED CONCRETE TOP, CEMENT BD FRONT WITH STEEL FOOT REST/BASE AND LED ACCENT LIGHTING AND 18" HIGH GLASS SNEEZE GUARD
13. SS FOOD PREP COUNTER, 3'X10' PASS THRU OPENING IN BACK WALL
14. SS BACK COUNTER, EXPANDED METAL MESH LIQUOR DISPLAY SHELVING WITH ACCENT LIGHTS
15. EXHAUST HOOD AND FAN COORDINATE WITH FOOD SERVICE EQUIPMENT
16. OFFICE - PAINTED GYP WALLS EXISTING CEILING, GLASS DOOR AND SIDE LIGHT
17. WALK-IN COOLER/FREEZER
18. TOILET ROOMS - EXISTING CONC FLOOR LIGHT POLISH, PORCELAIN TILE AT WET WALLS, PROVIDE EXAUST
19. STEEL AND EXPANDED METAL GATE
20. "LIVE WALL" CILANTRO GARDEN ON EXISTING WALL
21. TAPE WALL MOSAIC - ART INSTALLATION FO MULTICOLORED CASSETTE TAPES



FLOOR PLAN

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Docusign Envelope ID: 817F1728-9B05-8920-8335-50CA17324B5E

Exhibit B

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Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: May 26, 2026	**Title:** Amendment to Chapter 82 of the Code of Ordinances - Affordable Housing
Submitted by: Jake Eckholm, Development Services Director	**Department:** Economic Development

Brief Summary:
Updates to the Code of Ordinances to reflect changes to the MSHDA Act and more easily facilitate infill housing.

Detailed Summary & Background:
With the new programming available from the State of Michigan that has been empowered by updates to the MSHDA Act, we have been able to facilitate many infill housing units with pricing controls. Examples include Housing TIF, Workforce PILOT, and nearly 300 units of LIHTC apartment housing. We are rare in the sense that we have adopted regulations around allowing affordable housing in our code of ordinances, which makes the local policy environment attractive for investment.

However, with all of these recent changes to the state act, we need to update our code of ordinances to make sure that our local law acts in concert with state law. The attached proposed update to the ordinance covers all bases for the current affordable housing types in Michigan and sets us up to continue our momentum in this development space.

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:** Yes ☐ No ☐ N/A X
Fund(s) or Account(s): N/A	**Budget Amendment Needed:** Yes ☐ No ☐ N/A X

Recommended Motion:
Motion to adopt the Amendment to Chapter 82 of the General Code of Ordinances as presented

Approvals: Immediate Division: X	**Name the Policy/Ordinance Followed:** Act 346 of 1966, as amended

Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review	X	

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

THE CITY OF MUSKEGON HEREBY ORDAINS:

Chapter 82, Article II, Division 2 of the Code of Ordinances of the City of Muskegon, Michigan, concerning Ad Valorem Property Taxation is amended, including a reorganization and revision of the chapter in its entirety, to read as follows:

Sec. 82-46. Definitions.

Terms not defined herein shall have those definitions contained in Chapter 1 of the State Housing Development Authority Act, Public Act 346 of 1966, as amended (Public Act 346).

"Additional amount" means the amount equal to the difference between the following:

(1) The millage rate levied for operating purposes by the county multiplied by the current taxable value of that housing project.

(2) The amount of the annual service charge paid by the housing project under Section 82-51 that is distributed to the county.

"Annual shelter rent" means the total collections during an agreed annual period paid by or on behalf of all occupants of a housing project representing rent or occupancy charges, less charges for utilities furnished to the occupants and paid by the housing project owner. Annual shelter rent includes the rental amounts to be currently charged for units in the housing project, whether a unit is vacant or not, and whether or not the rent is actually paid. Annual shelter rent also include the rentals to be paid for additional facilities by tenants, such as carports or garages, and further include miscellaneous income, such as income from vending machines or laundry equipment. The portion of additional facility rents and miscellaneous income to be attributed to Annual shelter rent shall be determined by reference to the floor plan of the facility which includes and clearly exhibits the housing project (therefore the exempt portion of the facility), and the portion of Annual shelter rent shall be determined by the ratio of the housing project square footage to the entire square footage of the facility.

"Authority" means the Michigan State Housing Development Authority.

"Elderly persons" means persons determined by authority guidelines, rules, and practices to have attained the age and have the status to constitute them as elderly persons.

"Homebuyer" means the household that will permanently own and occupy the owner-occupied workforce housing project.

"Household" means an individual or family and all occupants residing in the unit.

"Housing Project" means a residential facility consisting of rental units offered to the following persons; it does not mean the portion of any facility which is not so occupied by:

(1) Low-Income Households as defined in this Section.

(2) Workforce Housing as defined in this Section.

"Low-income household" means a household with:

(1) Income not greater than 60% of the Area Median Income (AMI) published by the Authority based on United States Department of Housing and Urban Development (HUD) data; or

(2) Income at or below 80% of AMI when residing in Low Income Housing Tax Credit (LIHTC) Program units rent restricted at various levels up to 80% of AMI where the average rent restriction of all units is 60% AMI or less.

"Mortgage Loan" means a loan that is Federally-aided (as defined in Section 11 of Public Act 346) or a loan or grant made or to be made by the Authority, for the construction or rehabilitation and/or permanent financing of a housing project, and then secured by a mortgage on the housing project.

"Rehabilitation" means all or part of those repairs and improvements necessary to make residential real property safe, sanitary, or adequate.

"Restrictive Covenant" means an agreement between the owner of the housing project and the City recorded with the Muskegon County Register of Deeds and running with the land that restricts the use of the housing project to workforce housing as defined in the Ordinance, for a period not to exceed 15 years.

"Service charge" means the same as payment in lieu of taxes.

"Workforce housing" means rental or owner-occupied units that are reasonably affordable to, and occupied by, a household whose total household income is not greater than 120% of the Area Median Income (AMI) published by the United States Department of Housing and Urban Development (HUD).

"Utilities" means gas, electric, public water and public sanitary sewer services provided to a housing unit. Utilities do not include cable, broadband, telephone or similar communications services, or solid waste services.

Sec. 82-47. General denial of exemption.

The exemption from ad valorem property taxes provided by Section 15a of Public Act No. 346 of 1966 (MCL 125.1415a) shall not apply to all or any class of housing projects within the city boundaries except as provided in this division.

Sec. 82-48. Limited Exemption Stated.

A limited exemption, only if authorized by Public Act No. 346 of 1966 (MCL 125.1401 et seq.), is hereby granted, limited however to the projects described and authorized by this division and further having a signed contract with the city pursuant to this division entered into by the city in its sole discretion. No other residential project, even if authorized by Public Act No. 346 of 1966 (MCL 125.1401 et seq.), shall be entitled to an exemption. The exemption shall not be available to mobile home park corporations or mobile home park associations.

Sec. 82-49. Eligible Housing Projects.

The tax exemption established in subsection (1) of Section 15a of Public Act 346 (MCL 125.1415a) shall apply to housing projects within the boundaries of the City of Muskegon that meet either of the following criteria:

A. Low-income housing projects.
   (1) Projects that are financed with a Federally-aided or State Housing Development Authority-aided mortgage or with an advance or grant from such Authority, and

   (2) Projects that serve low-income households, elderly and/or handicapped, and

   (3) Projects that are owned by a "consumer housing cooperative," "qualified nonprofit housing corporation," or a "limited dividend housing association" as defined in Public Act 346, as amended.

B. Workforce housing projects. To qualify as a workforce housing project, a housing project must be either:
   (1) Rental project:
      a. Projects that are being developed or rehabilitated for workforce housing. Rehabilitation work may not occur prior to applying to the City for tax exemption. All projects other than new construction development are to be considered rehabilitation projects, and

      b. The rent and utilities paid by or on behalf of the occupants do not exceed the applicable Area Median Income (AMI) rent limit, adjusted by number of bedrooms in the unit, published annually by the Authority based on United States Department of Housing and Urban Development (HUD) data, and

   (2) A housing unit that is being developed or rehabilitated for owner-occupied workforce housing.

Sec. 82-50. Authorization and Establishment of Property Tax Exemption.

A. Owners of eligible housing projects described that qualify under Section 82-49(A) and 82-49(B)(1) may apply to the designated City department, and upon satisfaction of all other requirements in this ordinance, shall be approved.

B. Owner-occupants of eligible housing projects that qualify under Section 82-49(B)(2). may apply to the designated City department, and upon satisfaction of all other requirements in this ordinance, shall be approved. Homebuyers with an executed purchase agreement to purchase a newly developed or rehabilitated workforce housing project are eligible to apply.

C. The owner of a workforce housing project that qualifies under Section 82-49(B) shall enter into a Restrictive Covenant with the City of Muskegon, subject to approval by the City Attorney, that is recorded in Muskegon County and specifies the terms and conditions of the tax exemption as follows:

(1) The Restrictive Covenant shall provide (a) that the Restrictive Covenant may be enforced by the City of Muskegon, (b) for the reporting and monitoring of the housing project owner's compliance with the Restrictive Covenant and this Ordinance, (c) remedies available to the City of Muskegon for non-compliance, including termination of the exemption, (d) that ad valorem taxes will be assessed for units with households that have income above 120% of AMI, as reported on annual compliance reports, and that such units will not revert to being tax exempt until a future annual compliance report evidences household income that does not exceed 120% of AMI, and (e) that the Restrictive Covenant cannot be modified except in a written instrument executed by the housing project owner and the City of Muskegon and recorded with the Register of Deeds.

(2) The Restrictive Covenant for a rental workforce housing project under Section 82-49(B)(1) shall stipulate the number of units to be rented to households within the various income brackets. For all units in the rental workforce housing project, rent and utilities shall not exceed the applicable Area Median Income (AMI) rent limit, adjusted by number of bedrooms in the unit, published annually by the Authority, based on United States Department of Housing and Urban Development (HUD) data and household income shall not exceed 120% of Area Median Income.

D. The owner of the housing project shall submit an affidavit to the Authority in the form required by the Authority for certification by the Authority that the project is eligible for the property tax exemption. The owner or Authority must then file the certified notification of exemption with the City of Muskegon Assessor before November 1 of the year preceding the tax year in which the exemption is to be effective.

E. Workforce housing projects under Section 82-49(B)(1), subject to the recording of the Restrictive Covenant, shall be exempt from all ad valorem property taxes as of December

31 of the year in which development or rehabilitation commences. Work must start within one (1) year of the Authority's certification of exemption or such longer period as specified in the Restrictive Covenant.

F. Workforce housing projects under Section 82-49(B)(2), subject to the recording of the Restrictive Covenant, shall be exempt from all ad valorem property taxes as of December 31 of the year in which work is complete and the homebuyer obtained title to the housing project.

G. Not later than 5 business days after receipt of the certified notification of exemption for a workforce housing project, the City Assessor shall provide a copy of the certified notification of exemption to the County Treasurer.

H. Notwithstanding the provisions of MCL 125.1415a(3)(b) and 125.1415a(7) to the contrary, upon City approval of the tax exemption and receipt of a certified notification of exemption from the Authority, a contract shall be deemed effective between the City of Muskegon and the owner of the housing project to provide tax exemption and accept service charge payments in lieu of taxes as described in this ordinance.

I. During the exemption period, units in housing projects that qualify under Section 82-49 shall be in compliance with the City's Property Maintenance Code (Chapter 10), including requirements for Registration of Dwellings and Certificates of Compliance.

J. Housing projects that qualify under Section 82-49(A) above shall have the tax exemption provided in subsection (1) of Section 15a of Public Act 346, provided the owner of the housing project has complied with Public Act 346, is current with all taxes and assessments on the subject property, and has annually filed before August 1 an audited financial statement for the previous calendar year, as requested, with the City Assessor.

K. Housing projects that qualify under Section 82-49(B)(1) above shall have the tax exemption provided in subsection (1) of Section 15(a) of Public Act 346, provided the owner of the housing project has complied with Public Act 346, is current with all taxes and assessments on the subject property, and has annually filed before August 1 a financial statement for the previous calendar year, as requested, with the City Assessor and has annually submitted by May 30 an annual compliance report for the previous calendar year, as requested.

(1) An annual audited financial statement shall be required for all housing projects with twenty (20) or more units.

(2) Housing projects with less than 20 units may submit an audited financial statement, or either a third-party prepared or internally-prepared financial statement, certified by the owner, showing the actual annual shelter rent collected for the preceding calendar year.

(3) For housing projects that have units occupied by households at various income brackets, or that have units that are both eligible and not eligible for tax exemption under this Ordinance, the owner must report the amount of rent collected for the preceding year by unit.

L. Housing projects that qualify under Section 82-49(B)(2) above shall have the tax exemption provided in subsection (1) of Section 15a of Public Act 346, provided the owner of the housing project has complied with Public Act 346, is current with all taxes and assessments on the subject property, and has annually affirmed to the City continued eligibility for the tax exemption."

Sec. 82-51. Payment in Lieu of Taxes; amount; standards for determination.

The payments in lieu of taxes to be made by housing projects exempt from ad valorem taxes under this division are hereby established by the city pursuant to section 15a of Public Act No. 346 of 1966 (MCL 125.1415a), without regard to the amounts otherwise set forth in such section of this act. The service charge to be paid in lieu of taxes by any housing project exempt under this division shall be determined as follows:

A. The owner of the housing project exempt from taxation under this Ordinance and Public Act 346 shall pay to the City of Muskegon an annual service charge for public services in lieu of all taxes. All of the following apply to the amount that an owner must pay as a service charge. In no case shall the service charge exceed the amount in taxes that an owner would have otherwise paid if the housing project were not tax exempt.

B. Low-income housing projects approved for tax exemption under Section 82-49(A) or Workforce housing projects approved for tax exemption under Section 82-49(B) of this Ordinance shall pay a service charge in an amount no less than one percent nor more than 20 percent of the annual shelter rent charged for the total of all units in the exempt housing project, whether the units are occupied or not and whether or not the rents are paid. In no event shall the service charge exceed the ad valorem real property taxes which would be paid for the housing project if it were not exempt.

C. Standards for determining the amount of the payment in lieu of taxes. The city's Payment In Lieu of Taxes (PILOT) policy shall guide the city in determining the amount of service charge (not less than the minimum) which will be paid to the city for a housing project exempt under this division.

D. Property or unit becoming ineligible. In the event any residential unit is found to be occupied by persons who are not eligible to occupy exempt units under this division, the service charge for that unit, prorated, shall equal the general property taxes which would be payable (prorate) for that unit. In the event the city determines that more than 50 percent of the units in the housing project are occupied by such ineligible persons, than the entire housing project shall be immediately liable for a service charge in an amount equal to the ad valorem property taxes which would otherwise be charged by tax bills normally issuing in the year of the city's determination.

Sec. 82-52. Term of Exemption.

A. The exemptions and service charges authorized under this Ordinance for low-income housing projects that qualify under Section 82-49(A) above shall be in effect so long as the housing project remains subject to a Mortgage Loan, not to exceed twenty-five (25) years.

B. The exemptions and service charges authorized under this ordinance for workforce housing projects that qualify under Section 82-49(B) above shall be in effect for a term not to exceed fifteen (15) years.

C. The exemption term shall begin on the tax day of the year in which a final certificate of compliance or occupancy is issued by the city, therefore affecting the taxes due in the following year, and shall terminate on the happening of any of the following:

(1) Refinancing of the Mortgage Loan, except to convert from a construction to an end loan, for exemptions and service charges authorized under this Ordinance for low-income housing projects that qualify under Section 82-49(A).

(2) The day falling 25 years after the effective date of the contract for the exemption required by this division, or the period determined by the contract, whichever is shorter.

(3) Any violation or default under section 82-55.

Sec. 82-53. Duration of Exemptions.

The service charge shall constitute a lien on the housing project property and improvements, effective at the same times and enforceable in the same manner as general property taxes.

Sec. 82-54. Collection of a Service Charge.

The service charge as determined by this division shall be payable in the same manner as general property taxes, except that the annual payment shall be paid on or before July 1 of each year during which the exemption is in effect. The entire tax collection procedure provided by the general property tax act (MCL 211.1 et seq.) shall be effective and utilized with respect to such payment, including, but not limited to, the provisions providing for interest and penalties on late payments, return of delinquent taxes, tax liens, and the sale of lands for delinquent taxes. In the event of a delinquency in the payment in lieu of taxes, the city shall issue a tax bill for the premises and include the required payment as a delinquent tax.

Sec. 82-55. Requirement to file information; default in payment; violations; loss of exemption.

The sponsor or owner shall file annually with the city treasurer a statement of contract rents to be charged and/or received, the statement to be filed within 30 days after December 31 of each year.

Failure to timely file such statement, the filing of an inaccurate statement, any misrepresentation in the amount of rents, or the failure to timely pay any service charge shall be considered violations of this division and the commission of any one violation shall result in the permanent, immediate loss of the exemption for the current year and thereafter. The city may require that information presented in the statement be certified by an independent auditor.

Sec. 82-56. Service fees and special assessments.

Except as otherwise provided by law, a housing project otherwise exempt under this section shall not be exempt from special assessments or service fees or charges levied or charged by the city.

Sec. 82-57. Contract requirement.

Except for housing projects previously determined to be exempt prior to the enactment of this division, each housing project which is exempt under this division must sign an agreement with the city by which the exemption set forth in this division is granted, and further providing for the payment in lieu of taxes, consenting to the provisions of this division and recognizing the conditions whereby exemption may be lost. The city may require any reasonable conditions in such contract, including, but not limited to, such matters as limitations on the years for which the exemption may be continued, requirements for completing the project within a time certain, requirements for completing nonexempt units or facilities and time limits for completion, as well as the number of such units. Each contract shall have a complete and final floor plan attached (subject only to insubstantial amendment by asbuilt drawings), which shall govern the determination of the payment in lieu of taxes as appropriate under this division. No exemption may be granted unless and until the contract is completed, approved by the city commission and signed.

Sec. 82-58. Denial of application.

The city is not required by this section to grant an application which may otherwise qualify under this division. The city may deny an application in its sole discretion. In determining whether to deny a project, the city may use, but is not limited to, the following standards. The city would deny a project for exemption if the project applied for:

A. Constitutes a development which diverts, subverts, alters or is contrary to the master plan of the city;

B. Fails to contribute to the improvement of neighborhoods in the city;

C. Concentrates exempt housing in one or more areas of the city;

D. Adversely affects the property tax base of the city;

E. Creates significant public burdens, such as traffic, public works or infrastructure, health, safety, school population or service capabilities;

F. Results in the concentration of low income or elderly housing in a neighborhood or is contrary to the encouragement of economically diverse housing development;

G. Is sponsored by a developer who fails to demonstrate acceptable financial, managerial or construction capabilities; or

H. Results in a project or development which is harmful to the health, safety and welfare of the city

Sec. 82-59. Effect on existing projects.

Housing projects which have been previously determined and treated as exempt pursuant to Public Act No. 346 of 1966 (MCL 125.1401 et seq.) under previous ordinances of the city shall continue their exempt status, and further shall continue the present payments to the city as presently determined. To the extent their present contracts do not conflict with this division, this division shall control their exemptions.

Sec. 82-60. Severability and Inconsistent Ordinances.

A. The various sections and provisions of this Ordinance shall be deemed to be severable and should any section or provision of this Ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision declared unconstitutional or invalid.

B. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Secs. 82-61—82-80. Reserved

This Ordinance Adopted:

Ayes: _____
Nays: _____

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

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC
Clerk, City of Muskegon

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 May, 2026 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.

CITY OF MUSKEGON

Published: _____, 2026

By: _____
Ann Marie Meisch, MCC
Clerk, City of Muskegon

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

CITY OF MUSKEGON
NOTICE OF ADOPTION

TO: ALL PERSONS INTERESTED

Please take notice that on May ___, 2026 the City Commission of the City of Muskegon adopted an amendment, including a reorganization and revision of the chapter in its entirety, to Chapter 82, Article II, Division 2 summarized as follows:

Sec. 82-46. Definitions.

Sec. 82-47. General denial of exemption.

Sec. 82-48. Limited Exemption Stated.

Sec. 82-49. Eligible Housing Projects.

Sec. 82-50. Authorization and Establishment of Property Tax Exemption.

Sec. 82-51. Payment in Lieu of Taxes; amount; standards for determination.

Sec. 82-52. Term of Exemption.

Sec. 82-53. Duration of Exemptions.

Sec. 82-54. Collection of a Service Charge.

Sec. 82-55. Requirement to file information; default in payment; violations; loss of exemption.

Sec. 82-56. Service fees and special assessments.

Sec. 82-57. Contract requirement.

Sec. 82-58. Denial of application.

Sec. 82-59. Effect on existing projects.

Sec. 82-60. Severability and Inconsistent Ordinances.

Secs. 82-61—82-80. Reserved

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, 49440 during regular business hours.

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

CITY OF MUSKEGON

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