

CITY OF MUSKEGON

CITY COMMISSION MEETING

June 23, 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. Brownfield Plan Amendment — American Fabricated Products, INC. 331 W. Laketon Ave. Economic Development
- FEDERAL/STATE/COUNTY OFFICIALS UPDATE:
 - A. Daniel Boothe, MCC, Operating Millage Restoration Update City Clerk
- PUBLIC COMMENT ON AGENDA ITEMS:
- CONSENT AGENDA:
 - A. Approval of Minutes City Clerk
 - B. City Website Community Engagement
 - C. Development and Reimbursement Agreement — American Fabricated Products, INC.- 331 W. Laketon Ave. Economic Development
 - D. Concession Application - Hartshorn Marina Vending Machine DPW-Parks
 - E. Contract for Services — Mediation & Restorative Services Planning
 - F. Contract for Services — Expungement Clinics with G.U.N.S. Planning
 - G. Purchase of Dura Patch Machine Public Works
 - H. 4th Quarter Reforecast FY 2025-26 Finance

- I. **Amendment to Construction Services for McGraft Courts** DPW- Parks
- J. **Appointment to the District Library Board** City Clerk
- K. **Disability Pride Month Resolution** Commissioner Request
- L. **Annual Action Plan Budget 2026** Community & Neighborhood Services

UNFINISHED BUSINESS:

NEW BUSINESS:

A. **HBA Referral, Case A - EN2204438 - 1300 Langeland Ave.** Public Safety

B. **HBA Referral, Case B - EN1901362 - 965 Scott Street** Public Safety

C. **Nelson House Purchase Offers** Planning

ANY OTHER BUSINESS:

GENERAL PUBLIC COMMENT:

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

CLOSED SESSION:

ADJOURNMENT:

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

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

www.shorelinecity.com

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

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



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Brownfield Plan Amendment — American Fabricated Products, INC. 331 W. Laketon Ave.
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development
Brief Summary: American Fabricated Products, INC (American Fab) is seeking approval of a brownfield plan amendment located at 331 W. Laketon Ave.	
Detailed Summary & Background: AFP Real Estate, LLC is requesting approval of a Brownfield Plan Amendment. The Brownfield Redevelopment Authority (BRA) approved the original Brownfield Plan June 9, 2026. The proposed amendment will facilitate the redevelopment of the former Intra City Dispatch facility site located at 331 W. Laketon Ave. through the use of Tax Increment Financing (TIF) to reimburse the developer for eligible environmental and site redevelopment activities. The project will support the relocation of an Ottawa County business and create 20-30 new jobs. The former Intra City Dispatch facility will be rehabilitated and occupied by American Fab, a West Michigan-based manufacturer specializing in advanced metal fabrication, precision machining, laser cutting, CNC machining, welding, robotic welding, metal forming, assembly, and prototype-to-production manufacturing services. The company serves a diverse customer base across the defense, automotive, furniture, industrial, logistics and warehousing, agricultural, medical, and food service industries. American Fab supports both original equipment manufacturers (OEMs) and their suppliers and is a supplier to prime and subcontract defense contractors, manufacturing components for military defense vehicles. The Brownfield Plan Amendment includes \$75,202 in developer-eligible activities, consisting of \$63,702 in pre-approved activities and \$11,500 for Brownfield Plan Amendment preparation. In addition, the plan includes \$10,673 in Brownfield Redevelopment Authority administrative costs and \$75,202 for the Local Brownfield Revolving Fund (LBRF). The total project investment is estimated at \$650,000. The reimbursement period is anticipated to remain in effect through 2039, with the collection of tax increment revenues beginning in 2036.	
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Reduction of blighted commercial properties	
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:	

Amount Requested:	Budgeted Item:					
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	X

Fund(s) or Account(s):	Budget Amendment Needed:					
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	X

Recommended Motion:
 I move to close the public hearing and approve the attached resolution and authorize the Mayor and City Clerk to sign.

Approvals:			Name the Policy/Ordinance Followed: Act 381, Public Acts of Michigan, 1996, as amended
Immediate Division Head	X		
Information Technology	<input type="checkbox"/>		
Other Division Heads	<input type="checkbox"/>		
Communication	<input type="checkbox"/>		
Legal Review	<input type="checkbox"/>		

RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

AFP Real Estate, LLC (331 W. Laketon Ave.)

(American Fabricated Products, INC)

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 23rd day of June, 2026 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment to AFP Real Estate, LLC, 331 W. Laketon Ave.; and

WHEREAS, the Authority has forwarded the Brownfield Plan Amendment to the City Commission requesting its approval of the Brownfield Plan Amendment; and

WHEREAS, the City Commission has provided notice and a reasonable opportunity to the taxing jurisdictions levying taxes subject to capture to express their views and recommendations regarding the Brownfield Plan Amendment, as required by Act 381; and

WHEREAS, not less than 10 days has passed since the City Commission provided notice of the proposed Brownfield Plan to the taxing units; and

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on June 23, 2026.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.
2. That the Brownfield Plan meets all the requirements of Section 13(1) of Act 381.
3. That the proposed method of financing the costs of the eligible activities, as identified in the Brownfield Plan and defined in Act 381, is feasible and the Authority has the authority to arrange the financing.
4. That the costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of Act 381.
5. That the amount of captured taxable value estimated to result from the adoption of the Brownfield Plan is reasonable.
6. That the Brownfield Plan in the form presented is approved and is effective immediately.
7. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

Be it Further Resolved that the Mayor and City Clerk are hereby authorized to execute all documents necessary or appropriate to implement the provisions of the Brownfield Plan.

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Ann Marie Meisch, City Clerk

Ken Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on June 23, 2026 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

Act 381 Brownfield Plan
331 West Laketon Avenue
Muskegon, Michigan

City of Muskegon Brownfield
Redevelopment Authority

Project No. 2600505
June 16, 2026

Act 381 Brownfield Plan

331 West Laketon Avenue Muskegon, Michigan

**Prepared For:
City of Muskegon Brownfield Redevelopment Authority
Muskegon County, Michigan**

**June 16, 2026
Project No. 2600505**

**Recommended for Approval by the
Muskegon Brownfield Redevelopment Authority on: 5-12-26**

Adopted by the City of Muskegon City Council on:

Project Fast Facts1

1.0 Introduction2

 1.1 Proposed Redevelopment and Future Use for Each Eligible Property2

 1.2 Eligible Property Information.....2

 1.2.1 Basis of Eligibility.....2

2.0 Information Required by Section 13(2) of the Statute.....3

 2.1 Description of Costs to be Paid for with Tax Increment Revenues3

 2.1.1 Pre-Approved Activities3

 2.1.2 Brownfield Plan Amendment Preparation3

 2.1.3 Authority Administration Cost3

 2.1.4 Local Brownfield Revolving Fund3

 2.2 Summary of Eligible Activities.....3

 2.3 Estimate of Captured Taxable Value and Tax Increment Revenues.....4

 2.4 Method of Financing and Description of Advances Made by the Municipality4

 2.5 Maximum Amount of Note or Bonded Indebtedness.....4

 2.6 Duration of Brownfield Plan.....4

 2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions4

 2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property.4

 2.9 Estimates of Residents and Displacement of Individuals/Families.....5

 2.10 Plan for Relocation of Displaced Persons.....5

 2.11 Provisions for Relocation Costs.....5

 2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law.....5

 2.13 Other Material that the Authority or Governing Body Considers Pertinent5

List of Figures

- Figure 1 – Location Map of the Eligible Property
- Figure 2 – Site Plan
- Figure 3 – Sample Exceedance Map

List of Tables

- Table 1 – Summary of Eligible Costs
- Table 2 – Total Captured Incremental Taxes Estimates
- Table 3 – Estimated Reimbursement Schedule

List of Appendices

- Appendix 1 – Brownfield Plan Resolution(s)
- Appendix 2 – Development/Reimbursement Agreement
- Appendix 3 – BEA Acknowledgement

List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Authority	City of Muskegon Brownfield Redevelopment Authority
BEA	Baseline Environmental Assessment
BPA	Brownfield Plan Amendment
DDCC	Documentation of Due Care Compliance
Developer	AFP Real Estate, LLC
EGLE	Michigan Department of Environment, Great Lakes, and Energy
ESA	Environmental Site Assessment
LBRF	Local Brownfield Revolving Fund
NREPA	Natural Resources and Environmental Protect Act
PA	Public Act
TIF	tax increment financing
QLGU	Qualified Local Governmental Unit
VOCs	volatile organic compounds

Project Fast Facts

331 West Laketon Avenue, Muskegon, Michigan

Property Information	Address: 331 West Laketon Avenue, Muskegon, MI 49441 Parcel IDs: 61-24-230-001-0001-11 The subject property is developed with a 64,366 square-foot industrial structure.
Redevelopment	The Developer intends to rehabilitate the vacant industrial structure for metal fabrication and machining operations.
Taxable Value	Base Value (2026 Taxable Value): \$552,800 Anticipated Future Taxable Value: \$802,800* <i>*First full year after redevelopment</i>
Anticipated Development Cost	\$650,000
TIF Requested	Developer Eligible Activities \$75,202
Duration of Brownfield Plan	16 Years
TIF Reimbursement by Source	State/School: 45.4% Muskegon County: 20.9% City of Muskegon: 23.2% Intermediate School District/Sinking Fund: 10.5% School Debt Incremental Revenues Generated: \$25,941* <i>*Non-Capturable by the Brownfield Plan</i>

1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the “Authority”) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of an eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

This Brownfield Plan Amendment (BPA) has been prepared to incorporate 331 West Laketon Avenue, Muskegon, Michigan (the “Property”) into the City’s existing Brownfield Plan to reimburse the cost of required environmental due diligence and due care and response activity planning incurred by AFP Real Estate, LLC (Developer) to acquire and renovate the vacant industrial structure for their business operations. See Appendix 1 for copies of the BPA resolutions.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The redevelopment involves one parcel of property, totaling approximately 2.94 acres, addressed as 331 West Laketon Avenue, Muskegon, MI 49441. The property is currently occupied by a roughly 64,366 square foot industrial warehouse. The Developer purchased the vacant industrial structure to renovate and relocate their expanding business operations, American Fabricated Products, a West Michigan manufacturer specializing in advanced metal fabrication and machining. The total project investment is anticipated to be more than \$650,000.

The City of Muskegon is a Qualified Local Government Unit (also known as a Core Community).

1.2 Eligible Property Information

Parcel ID: 61-24-230-001-0001-11

Address: 331 West Laketon Avenue, Muskegon, MI 49441

Size: Approximately 2.94 acres

1.2.1 Basis of Eligibility

The Property has been historically utilized for industrial purposes dating back to 1928. Based on a recent environmental investigation referenced in the BEA prepared for AFP Real Estate, LLC, completed on September 26, 2025, past industrial activities have resulted in contamination at the Property and adjoining parcels due to leaking aboveground and underground storage tanks, improper waste disposal and storage activities, and improper management of wastewater. The soil contaminants of concern on the Property identified in the BEA at concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria include hexavalent chromium, methylene chloride, trichloroethylene, and selenium.

The Developer is not a liable party as evidenced by the BEA completed in accordance with Part 201 of the NREPA, included in Appendix 3. Given the known soil contamination, the Property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

The Property is subject to a restrictive covenant (RC-RRD-201-04-044) prohibiting the use and consumption of groundwater at the Property for drinking water.

Maps depicting the location and layout of the property are attached as Figures 1 and 2. Historic environmental data tables and associated sample location maps are provided in Figure 3.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This BPA has been developed to reimburse eligible brownfield costs incurred by the Developer to support the redevelopment of an underutilized industrial structure within the City of Muskegon. New local and pre-approved State tax increment revenues will be captured for reimbursement of eligible expenses, following approval of this Brownfield Plan. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs.

The total cost of eligible activities to be incurred by the Developer, including contingencies, is \$75,202, as summarized in Table 1. The capture of tax increment revenue for the LBRF is estimated to be up to \$75,202.

2.1.1 Pre-Approved Activities

Eligible costs for reimbursement include Pre-Approved Activities, permitted to occur prior to BPA adoption. Preparation of Phase I Environmental Site Assessment (ESA) (\$2,850), Phase II ESA (\$23,275), BEA (\$2,750), Documentation of Due Care Compliance (DDCC) (\$2,400), Response Activity Plan (\$3,000), and other environmental consulting (\$29,427) was necessary to protect the new Property owner/Developer from liability for environmental contamination. The total Pre-Approved Activities cost is \$63,702.

2.1.2 Brownfield Plan Amendment Preparation

The BPA preparation costs are anticipated to total \$11,500.

2.1.3 Authority Administration Cost

Eligible costs incurred by the Authority are included in this BPA as an eligible expense at 10% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as \$9,413.

2.1.4 Local Brownfield Revolving Fund

The Authority intends to capture tax increments for deposits in the LBRF for up to five years following full reimbursement to the Developer, or in amount to not to exceed the total eligible activities, whichever occurs first. LBRF capture is estimated to be up to \$75,202 and is projected to reach this maximum within three years.

2.2 Summary of Eligible Activities

Environmental Activities

Pre-approved environmental costs, department specific activities and interest are anticipated to be reimbursed through State and Local tax increment revenues.

Brownfield Plan Amendment Preparation

BPA Preparation Costs incurred to prepare and develop this plan are included, as allowed by Act 381.

Authority Expenses

Eligible administrative costs incurred by the Authority are included as a flat fee of 10% of local tax capture. Administration expenses will be reimbursed with local tax increment revenues only.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2026 taxable value of \$552,800. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This BPA captures real property tax increment revenues and assumes a 2% annual increase in the taxable value of the eligible property. In addition to TIF, PA 198 Industrial Property Tax Abatement is being pursued for this development for an estimated 9 years.

AFP Real Estate, LLC has acquired the Property and anticipated completing the renovations in 2026. Tax increment revenue collection is anticipated to begin in 2027. Due to the PA 198 Tax Abatement, tax increment revenues are not anticipated to be realized until Year 10, 2036, after the abatement sunsets.

After completion of the project, the projected taxable value is estimated at \$802,800. Reimbursements will be made on the actual tax increment that is realized. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into an LBRF or an amount not to exceed the total cost of eligible activities, whichever occurs first. LBRF capture is estimated to be up to \$75,202 and is projected to reach this maximum within three years. The plan also includes a flat fee of 10% of the local tax increment for administrative and operating expenses of the Authority. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this plan will be financed by the Developer, as outlined in this BPA and the accompanying development and reimbursement agreement (Appendix 2). No advances from the Authority to the Developer are anticipated.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, the Authority has no plans to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment in 2027. This BPA will then remain in place for 16 years or until the eligible activities have been fully reimbursed, whichever occurs sooner. An analysis showing the reimbursement schedule is attached as Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing (TIF) on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The redevelopment involves one parcel of property, 331 West Laketon Avenue, Muskegon, MI 49441. The Property is qualified as a "facility." A map showing eligible property dimensions is attached as Figure 2.

The legal description for the parcel is as follows:

Parcel ID: 61-24-230-001-0001-11 (331 West Laketon Avenue, Muskegon, MI 49441)

CITY OF MUSKEGON LOTS 5-7 & PART OF LOTS 2-4 & 8-9 INC BLK 1 & LOTS 4-7 & LOTS 14-17 & PART OF LOTS 8-9 INC & 13 BLK 2 DENNIS SMITH & CO'S 2ND ADDITION ALSO E 33 FT VAC FAIRVIEW ST AND PART OF VACATED MAY ST ALSO PART OF NW 1/4 OF NE 1/4 SEC 31 T10N R16W LYING ELY OF GTW R/R ROW DESC AS FOLLOWS BEG AT NE COR LOT 7 OF DENNIS SMITH & CO'S 2ND ADDITION BEING POB TH S 00D 14M 00S W ALG WLY ROW LN OF KEATING ST 150.28 FT TH N 89D 31M 05S E 329.11 FT TH S 00D 11M 47S E ALG WLY ROW LN OF 6TH ST 224.34 FT TH S 89D 09M 04S W 149.91 FT TH S 00D 14M 00S W 62.17 FT TH N 89D 21M 25S W 147.89 FT TH N 00D 14M 00S E 194.05 FT TH N 89D 46M 00S W 151.64 FT TH N 34D 34M 28S W 291.58 FT TH S 89D 58M 00S E ALG SLY ROW LN OF LAKETON AVE 285.08 FT TO POB TOGETHER WITH & SUBJ TO A 20 FT WIDE ESMT FOR ACCESS SUBJ TO ESMT L/P 4399/224

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

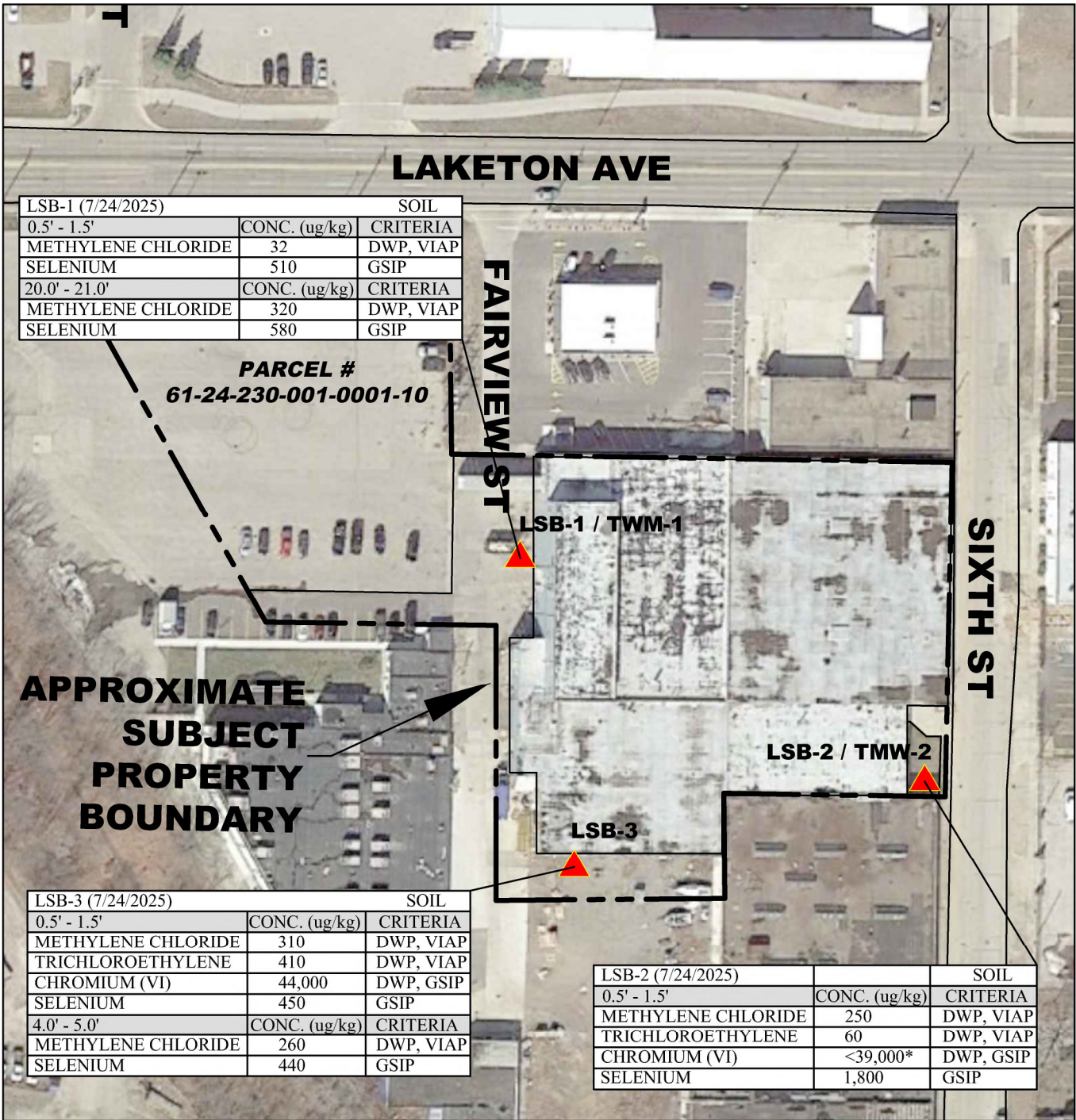
2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

No persons reside on the eligible property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

N/A.

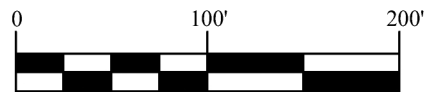
Figures



NOTE:
 PARCEL BOUNDARIES OBTAINED FROM MUSKEGON COUNTY GIS
 AERIAL IMAGERY FROM GOOGLE EARTH, DATE 3/18/2021
 CONCENTRATIONS SHOWN EXCEED EGLE PART 201 GRCC
 GSIP: GROUNDWATER SURFACE WATER INTERFACE PROTECTION
 DWP: DRINKING WATER PROTECTION
 VIAP: VOLATILIZATION TO INDOOR AIR PATHWAY
 *ELEVATED REPORTING LIMITS EXCEED CURRENT EGLE PART 201 GRCC

LEGEND

LEI SOIL/GROUNDWATER SAMPLE LOCATION



SCALE: 1" = 100'

DWN BY: EPL



SAMPLE EXCEEDANCE MAP

PARCEL # 61-24-230-001-0001-10

331W LAKETON AVE
 MUSKEGON, MICHIGAN 49441

PROJECT 25-3027

AUGUST 2025

FIGURE 4

Tables

Table 1 – Summary of Eligible Costs
 Act 381 Brownfield Plan
 331 W Laketon Avenue, Muskegon, MI

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Pre-Approved Environmental Activities	\$ 63,702	
<i>Phase I Environmental Site Assessment (ESA)</i>	\$ 2,850	
<i>Phase II ESA + Vapor Pins</i>	\$ 23,275	
<i>Baseline Environmental Assessment (BEA)</i>	\$ 2,750	
<i>Documentation of Due Care Compliance/Planning</i>	\$ 2,400	
<i>Response Activity Plan</i>	\$ 3,000	
<i>Environmental Consulting Related to the Above</i>	\$ 29,427	
EGLE Eligible Activities Subtotal	\$ 63,702	
Contingency (0%)	\$ -	
Brownfield Plan/Work Plan Preparation	\$ 11,500	
EGLE Eligible Activities Total Costs	\$ 75,202	

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan

331 W. Laketon Ave., Muskegon, MI

Estimated Taxable Value (TV) Increase Rate: 2% increase per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Totals
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
*Base Taxable Value	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ -
IFT Frozen Taxable Value	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ 552,800	\$ -
Future Taxable Value	\$ 802,800	\$ 818,856	\$ 835,233	\$ 851,938	\$ 868,977	\$ 886,356	\$ 904,083	\$ 922,165	\$ 940,608	\$ 959,420	\$ 978,609	\$ 998,181	\$ 1,018,145	\$ 1,038,507	\$ 1,059,278	\$ 1,080,463	\$ -
Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 406,620	\$ 425,809	\$ 445,381	\$ 465,345	\$ 485,707	\$ 506,478	\$ 527,663	\$ -
School Capture																	
Millage Rate																	
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,440	\$ 2,555	\$ 2,672	\$ 2,792	\$ 2,914	\$ 3,039	\$ 3,166	\$ 19,578
School Operating Tax	18.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,319	\$ 7,665	\$ 8,017	\$ 8,376	\$ 8,743	\$ 9,117	\$ 9,498	\$ 58,734
School Total	24.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,759	\$ 10,219	\$ 10,689	\$ 11,168	\$ 11,657	\$ 12,155	\$ 12,664	\$ 78,312
Local Capture																	
Millage Rate																	
COUNTY MUSEUM	0.3110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126	\$ 132	\$ 139	\$ 145	\$ 151	\$ 158	\$ 164	\$ 1,015
COUNTY VETERANS	0.0724	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29	\$ 31	\$ 32	\$ 34	\$ 35	\$ 37	\$ 38	\$ 236
SENIOR CIT SVC	0.4830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 196	\$ 206	\$ 215	\$ 225	\$ 235	\$ 245	\$ 255	\$ 1,576
CENTRAL DISPATCH	0.2897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118	\$ 123	\$ 129	\$ 135	\$ 141	\$ 147	\$ 153	\$ 945
COMM COLLEGE	2.1295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 866	\$ 907	\$ 948	\$ 991	\$ 1,034	\$ 1,079	\$ 1,124	\$ 6,949
M.A.I.S.D.	4.5939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,868	\$ 1,956	\$ 2,046	\$ 2,138	\$ 2,231	\$ 2,327	\$ 2,424	\$ 14,990
CITY OPERATING	9.4470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,841	\$ 4,023	\$ 4,208	\$ 4,396	\$ 4,588	\$ 4,785	\$ 4,985	\$ 30,826
CITY SANITATION	2.8174	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,146	\$ 1,200	\$ 1,255	\$ 1,311	\$ 1,368	\$ 1,427	\$ 1,487	\$ 9,193
HACKLEY LIBRARY	2.2586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 918	\$ 962	\$ 1,006	\$ 1,051	\$ 1,097	\$ 1,144	\$ 1,192	\$ 7,370
MPS SINKING	0.9390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 382	\$ 400	\$ 418	\$ 437	\$ 456	\$ 476	\$ 495	\$ 3,064
COUNTY OPERATING	5.5069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,239	\$ 2,345	\$ 2,453	\$ 2,563	\$ 2,675	\$ 2,789	\$ 2,906	\$ 17,969
Local Total	28.8484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,790	\$ 12,284	\$ 12,849	\$ 13,424	\$ 14,012	\$ 14,611	\$ 15,222	\$ 94,132
Non-Capturable Millages																	
Millage Rate																	
COMM COLLEGE DBT	0.2000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81	\$ 85	\$ 89	\$ 93	\$ 97	\$ 101	\$ 106	\$ 653
HACKLEY DEBT	0.2500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102	\$ 106	\$ 111	\$ 116	\$ 121	\$ 127	\$ 132	\$ 816
MPS DEBT 2020	0.6500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264	\$ 277	\$ 289	\$ 302	\$ 316	\$ 329	\$ 343	\$ 2,121
MPS DEBT 2021	6.8500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,785	\$ 2,917	\$ 3,051	\$ 3,188	\$ 3,327	\$ 3,469	\$ 3,614	\$ 22,352
Non-Capturable Total	7.9500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,233	\$ 3,385	\$ 3,541	\$ 3,699	\$ 3,861	\$ 4,026	\$ 4,195	\$ 25,941
60,7984																	
Total Tax Increment Revenue (TIR) Available for Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,489	\$ 22,503	\$ 23,538	\$ 24,593	\$ 25,669	\$ 26,767	\$ 27,886	\$ 172,444
Total Tax Without Abatement	\$ 48,809	\$ 49,785	\$ 50,781	\$ 51,796	\$ 52,832	\$ 53,889	\$ 54,967	\$ 56,066	\$ 57,187								
Abatement Savings	\$ 48,809	\$ 49,785	\$ 50,781	\$ 51,796	\$ 52,832	\$ 53,889	\$ 54,967	\$ 56,066	\$ 57,187								\$ 475,113

NOTES:

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
331 W. Laketon Ave., Muskegon, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	45.4%	\$ 34,151	\$ -	\$ 34,151
Local	54.6%	\$ 41,051	\$ -	\$ 41,051
TOTAL		\$ 75,202	\$ -	\$ 75,202
EGLE	100.0%	\$ -	\$ -	\$ -
MEDC	0.0%	\$ -	\$ -	\$ -
MSHDA	0.0%	\$ -	\$ -	\$ -

Estimated Total
Years of Plan: 16

Estimated Capture	
Administrative Fees	\$ 9,413
State Brownfield Redevelopment Fund	\$ 9,789
Local Brownfield Revolving Fund	\$ 75,202

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL	
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042		
Total State Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,759	\$ 10,219	\$ 10,689	\$ 11,168	\$ 11,657	\$ 12,155	\$ 12,664	\$ 78,312	
State Tax Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,220	\$ 1,277	\$ 1,336	\$ 1,396	\$ 1,457	\$ 1,519	\$ 1,583	\$ 9,789	
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,539	\$ 8,942	\$ 9,353	\$ 9,772	\$ 10,200	\$ 10,636	\$ 11,081	\$ 68,523	
Total Local Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,730	\$ 12,284	\$ 12,849	\$ 13,424	\$ 14,012	\$ 14,611	\$ 15,222	\$ 94,132	
BRA Administrative Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,173	\$ 1,228	\$ 1,285	\$ 1,342	\$ 1,401	\$ 1,461	\$ 1,522	\$ 9,413	
Local TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,557	\$ 11,056	\$ 11,564	\$ 12,082	\$ 12,611	\$ 13,150	\$ 13,700	\$ 84,719	
Total State & Local TIR Available	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,096	\$ 19,997	\$ 20,917	\$ 21,854	\$ 22,811	\$ 23,786	\$ 24,781	\$ 153,242	
DEVELOPER																		
Reimbursement Balance	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 56,106	\$ 36,108	\$ 15,191	\$ -	\$ -	\$ -	\$ -	\$ -	
EGLE Environmental Costs	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 56,106	\$ 36,108	\$ 15,191	\$ -	\$ -	\$ -	\$ -	
State Tax Reimbursement	\$ 34,151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,539	\$ 8,942	\$ 9,353	\$ 9,772	\$ 10,200	\$ 10,636	\$ 11,081	\$ 34,151	
Local Tax Reimbursement	\$ 41,051	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,557	\$ 11,056	\$ 11,564	\$ 12,082	\$ 12,611	\$ 13,150	\$ 13,700	\$ 41,051	
Total EGLE Reimbursement Balance	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 75,202	\$ 56,106	\$ 36,108	\$ 15,191	\$ -	\$ -	\$ -	\$ -	\$ 75,202	
Total Annual Developer Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,096	\$ 19,997	\$ 20,917	\$ 21,854	\$ 22,811	\$ 23,786	\$ 24,781	\$ 75,202	
LOCAL BROWNFIELD REVOLVING FUND																		
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,663	\$ 29,473	\$ 53,259	\$ 75,202
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,455	\$ 10,200	\$ 10,636	\$ 10,861	\$ 34,151
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,208	\$ 12,611	\$ 13,150	\$ 11,082	\$ 41,051
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,663	\$ 22,811	\$ 23,786	\$ 21,943	\$ 75,202

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Appendix

1

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Resolutions and Notices Pending

Appendix

2

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Development and Reimbursement Agreement Pending

Appendix

3

EGLE-RRD-RIDEEDM

From: noreply-RIDE@Notifications.michigan.gov
Sent: Thursday, October 2, 2025 4:36 PM
To: EGLE-RRD-RIDEEDM
Cc: jean@my-lei.com
Subject: EQ 4025 - Baseline Environmental Assessment - RIDE Submission - 61000031-BEA-5
Attachments: 61000031-BEA-5.pdf

Submittal Number: 61000031-BEA-5
Facility ID: 61000031
Facility Address: 1839 6th Street/ 331 West Laketon Avenue, Muskegon, MI, 49441
Today's Date: 10/02/2025

SEND TO:

RRD Office: Grand Rapids
Phone: 616-356-0226
Office Recipients: Grand Rapids

SUBMITTED BY:

Primary Certifier

Name: Harms, Jeannine
Role: Third Party
Phone: (616) 414-9589
Email: jean@my-lei.com
Organization:

Secondary Certifier

Name: Harms, Jeannine
Role: Third Party
Phone: (616) 414-9589
Email: jean@my-lei.com
Organization:

ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL ASSESSMENT

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) received a Baseline Environmental Assessment (BEA) for the above legal entity and property that was submitted using the Remediation Information Data Exchange (RIDE). This is your acknowledgement that EGLE has received and will record the BEA. EGLE maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property or properties identified on the BEA Submittal Form and in the BEA that have been demonstrated to be a facility. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA. EGLE is not making any findings about whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

EGLE does not review BEAs to determine the adequacy of the submittal. The Volatilization to Indoor Air Pathway (VIAP) Screening Levels (SLs) may be proposed as site-specific criteria when used to determine that a property is or contains a facility or site. EGLE's approval of these numeric site-specific criteria is required. Since the BEA has not been reviewed, if the BEA relied upon the VIAP SLs then their use within the BEA is approved only for the purpose of confirming the status of the property as a facility under Part 201 or a site under Part 213.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended. Please review the enclosed brochure on "due care." An owner or operator of contaminated property has an obligation to assure the property is safe for the intended use and is protective of the public health and safety.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities if not already present, which is updated daily and posted on EGLE's website: [RIDE - Inventory of Facilities](#).

EGLE – Remediation and Redevelopment Division

RIDE Administration Team



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Approval of Minutes															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: To approve minutes of the May 29th and 30th Special Commission Meetings, the June 8th Worksession Meeting, and the June 9th 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: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">X</td> </tr> </table>	Yes	No	N/A	X											
Yes	No	N/A	X													
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">X</td> </tr> </table>	Yes	No	N/A	X											
Yes	No	N/A	X													
Recommended Motion: Approval of the minutes.																
Approvals:	Name the Policy/Ordinance Followed:															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

CITY OF MUSKEGON

CITY COMMISSION MEETING

May 29, 2026 @ 1:00 PM

**MUSKEGON COUNTY MARQUETTE CAMPUS
1903 MARQUETTE, MUSKEGON, MI 49442
in the MEETING PLACE, use door 17 or 18**

MINUTES

CALL TO ORDER

Called to order at 1:17 pm by Vice Mayor Keener.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Destinee Keener, Commissioners Katrina Kochin, Kiley Jackson, Jay Kilgo, and Rebecca St. Clair. City Manager Jonathan Seyferth and City Clerk Ann Marie Meisch.

Absent: Commissioner Willie German, Jr.

NEW BUSINESS

A. Goal Setting/Team Building Manager's Office

The City Commission met with a consultant to develop goals and objectives.

Meeting Adjourned.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

May 30, 2026 @ 9:00 AM

**MUSKEGON COUNTY MARQUETTE CAMPUS
1903 MARQUETTE, MUSKEGON, MI 49442
in the MEETING PLACE, use door 17 or 18**

MINUTES

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Destinee Keener, Commissioners Katrina Kochin, Kiley Jackson, Jay Kilgo, and Rebecca St. Clair. City Manager Jonathan Seyferth, and City Clerk Ann Marie Meisch.

Absent: Commissioner Willie German, Jr.

NEW BUSINESS

A. Goal Setting/Team Building Manager's Office

The City Commission met with a consultant to develop goals and objectives.

Meeting Adjourned.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

June 8, 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, June 8, 2026.

ROLL CALL

Present: Mayor Ken Johnson, Commissioners Rebecca St.Clair, Jay Kilgo, Willie German, Jr., and Katrina Kochin (arrived at 5:35 p.m.), City Manager Jonathan Seyferth, and City Clerk Ann Marie Meisch

Absent: Vice Mayor Destinee Keener and Commissioner Kiley Jackson

2026-42 NEW BUSINESS

A. FY 2026-27 Budget - Discussion Manager's Office

Discussion was held on 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.

PUBLIC COMMENT

Public comments received.

CLOSED SESSION

A. Attorney/Client Privileged Communication Manager's Office

Motion by Commissioner Kilgo, second by Commissioner St.Clair, 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: Kochin, St.Clair, Johnson, Kilgo, and German

Nays: None

MOTION PASSES

Motion by Commissioner Kilgo, second by Commissioner Kochin, to come out of Closed Session.

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

MOTION PASSES

Motion by Commissioner St.Claire, second by Commissioner Kochin, to endorse 2A as recommended by legal counsel.

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

MOTION PASSES

Motion by Commissioner Kilgo, second by Commissioner Kochin, 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.Claire, Johnson, and Kilgo
Nays: None**

MOTION PASSES

Motion by Commissioner St.Claire, second by Commissioner Kilgo, to come out of Closed Session.

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

MOTION PASSES

ADJOURNMENT

The Commission Worksession Meeting adjourned at 8:52 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

June 9, 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, June 9, 2026. Mayor Johnson opened the meeting with a moment of silence, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Destinee Keener, Commissioners Willie German, Jr., Kiley Jackson, Rebecca St.Clair, and Jay Kilgo, City Manager Jonathan Seyferth, City Attorney Brennen Gorman, and City Clerk Ann Marie Meisch

Absent: Commissioner Katrina Kochin

2026-43 PUBLIC HEARINGS

A. PA 198 Industrial Facilities Exemption — American Fabricated Products, INC. — 331 W. Laketon Ave. Economic Development

Pursuant to Public Act 198 of 1974, as amended, American Fabricated Products, INC has requested the issuance of an Industrial Facilities Exemption certificate for their property located at 331 W. Laketon Ave.

American Fabricated Products, Inc. (American Fab) has submitted an application for an Industrial Facilities Exemption (IFT) certificate for real property improvements at 331 W. Laketon Avenue. The company plans to rehabilitate the 64,366 square-foot facility with a total investment of \$665,996.

American Fab is relocating its operations from Spring Lake to the City of Muskegon. Approximately 40% of the company's current workforce resides within the City of Muskegon, and the company anticipates creating 22 additional jobs as part of this expansion.

If approved, the IFT certificate would reduce property taxes on the eligible real property improvements by 50% for the duration of the exemption.

American Fab is a West Michigan manufacturer specializing in advanced metal fabrication, precision machining, laser cutting, CNC machining, welding, robotic welding, metal forming, assembly, and prototype-to-production

manufacturing services. The company serves a diverse customer base, including the defense, automotive, furniture, industrial, logistics and warehousing, agricultural, medical, and food service sectors, and supports both OEMs and their suppliers. American Fab is also a supplier to prime and sub-prime defense contractors and manufactures components for military defense vehicles.

In addition to the IFT request, American Fab will be requesting a Brownfield Plan Amendment from the Brownfield Redevelopment Authority on June 9, 2026, to allow for the reimbursement of eligible activities. Final consideration of the Brownfield Plan Amendment is scheduled before the City Commission on June 23, 2026.

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

STAFF RECOMMENDATION: I move to close the public hearing and approve the issuance of an Industrial Facilities Exemption certificate for a period of nine (9) years for the property located at 331 W. Laketon Ave. and to authorize the Mayor and City Clerk to sign the application and resolution.

The Public Hearing opened to hear and consider any comments from the public. Public comments were heard in support from Emily Morgenstern.

Motion by Vice Mayor Keener, second by Commissioner Kilgo, to close the public hearing and approve the issuance of an Industrial Facilities Exemption certificate for a period of nine (9) years for the property located at 331 W. Laketon Ave. and to authorize the Mayor and City Clerk to sign the application and resolution.

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

MOTION PASSES

PUBLIC COMMENT ON AGENDA ITEMS

No public comments were made.

2026-44 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the May 26, 2026, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

B. Financial Policies Finance

To update the City of Muskegon Financial Policies.

Key changes to the financial policies:

- Proceeds from Sale of City-Owned Real Estate goes towards the Housing Fund not the Public Improvement Fund
- Updated Travel Expense Reimbursement & Meal Costs
- Coin Acceptance Language (New)
- Updated Poverty Exemption Guidelines for the Assessor

STAFF RECOMMENDATION: Staff recommends the approval of the updated Financial Policies as presented to the Commission.

C. Equipment Purchase: Parks Department - Bobcat UW56 DPW- Parks

The Parks Department seeks to purchase a Bobcat UW56, also known as a ToolCat, along with multiple attachments from Grand Rental for a total cost of \$107,255 through a Sourcewell cooperative purchasing contract. This equipment is well-suited for municipal and parks operations because it combines the functionality of several pieces of equipment into one compact platform. The machine is capable of operating in tighter park environments, trails, parking lots, athletic complexes, sidewalks, and facility areas where larger equipment can be less efficient or cause turf damage. Its all-season capabilities allow the City to utilize the equipment throughout the year for snow and ice control, hauling materials, brush and debris cleanup, landscaping, field maintenance, construction support, and general maintenance activities. Included attachments and accessories consist of a 68-inch angle broom to improve sand clearing down by the beach on sidewalks, 14-inch auger drive unit to help our plant trees (currently hand digging) and bollard installations, 68-inch heavy-duty bucket, an 8-foot snow pusher that will be extremely helpful in snow clearing as well as a snow blower attachment (sidewalk snow clearing). The package also includes an extended warranty for 3000 hours. This equipment will benefit parks, recreation, forestry, cemetery, water & sewer and highway.

STAFF RECOMMENDATION: Move to authorize staff to purchase a Bobcat UW56 from Grand Rental for \$107,255.

D. Equalization and Assessing Contract Finance

Contract with the County of Muskegon to provide Equalization and Assessing Services from July 1, 2026 to June 30, 2031.

The purpose of this Agreement is to provide for a property assessment administration program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of records for all real and personal property, subject to ad valorem taxation, specific taxes, and in-lieu-of tax agreements within the Corporate limits of the City of Muskegon. The base annual fee of \$470,000 starting July 2026 will be subject to a 3% increase effective July 1, 2027, and annually on this date for every year thereafter. The County Equalization Department will provide a staff member to be on site at City Hall one full working day per week beginning September 8, 2026.

STAFF RECOMMENDATION: Staff recommends that the Commission approve the agreement with the County of Muskegon to provide Equalization and Assessing Services for the City of Muskegon, effective July 1, 2026, through June 30, 2031.

E. MERS 457 Participation Agreement Finance

MERS requires that Contribution Addendum to ensure that our Employer Match on record matches what was negotiated or agreed upon per each bargaining unit. Non-Union's employer match is \$3,000. Clerical and DPW's employer match is \$2,000.

MERS requires a Contribution Addendum be approved by the City Commission to ensure that the employer match on record aligns with what was negotiated or agreed upon for each bargaining unit. The employer match for Non-Union employees is \$3,000, while the employer match for Clerical and DPW employees is \$2,000.

STAFF RECOMMENDATION: I recommend that the Commission approve the MERS Contribution Addendum for the employer 457 match for the Non-Union, DPW, and Clerical bargaining units.

F. Asphalt Emulsion Spill Remediation Public Works

Staff is requesting retroactive approval to pay \$129,366.50 to GFL Environmental for cleanup related to an asphalt emulsion spill at DPW.

On March 26, 2026, Department of Public Works staff discovered that asphalt emulsion had discharged from a heated storage tank at the DPW facility. The material entered the storm sewer system and eventually flowed into Little Black Creek near the Roberts Street outfall.

DPW staff immediately contained the release at our facility to prevent additional material from entering the storm sewer system. Muskegon County Hazardous Materials Response Team and EGLE were notified, and GFL Environmental was contracted to perform containment and cleanup. GFL responded within hours, installed containment booms in the creek, and cleaned the impacted sections of the storm sewer system. Waste was temporarily stored in containers at the DPW facility prior to disposal. The cost for containment, cleanup, and disposal by GFL Environmental for \$129,366.50 was approved under the Emergency Procurements section of the Purchasing Policy. This expense was not included in the adopted streets budget, and the necessary budget amendments have been made as part of the Q4 reforecast. While the incident is regrettable, the prompt action of DPW staff and our community partners prevented the spill from permanently affecting our waterways and environment. Staff is evaluating improvements to our asphalt emulsion storage system to eliminate the potential for future unexpected discharges and flows into the storm sewer system. Until that time the City has been purchasing asphalt emulsion from the County, which has a similar tank at their facility.

STAFF RECOMMENDATION: I move to authorize staff to pay GFL Environmental \$129,366.50 for the cleanup of an asphalt emulsion spill at DPW.

G. Beach St. Parking & Pedestrian Facility Improvements Public Works

Staff requests authorization to enter into a contract with Dans Excavating in the amount of \$949,102.40 for the Beach Street Parking and Pedestrian Facility Improvements project.

Our engineering consultant, DLZ, solicited bids for the Beach Street Parking and Pedestrian Facility Improvements Project. This project includes improvements to the angled parking between the bathroom buildings, as well as a much improved and widened concrete sidewalk/pathway over the same limits. The submitted low bid amount was from TBD Construction Services in the amount of \$893,130.80. After checking references, DLZ and staff recommend awarding the project to the second low bidder, Dans Excavating, in the amount of \$949,102.40. The project was budgeted at \$1.2M, so the recommended bid is well within budget.

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with Dans Excavating in the amount of \$949,102.40 for the Beach Street Parking and Pedestrian Facility Improvements project.

J. Rad Dads Agreement - ITEM REMOVED PER REQUEST OF STAFF Manager's Office

Motion by Commissioner German, second by Commissioner St.Clair, to adopt the Consent Agenda as presented minus items H and I.

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

MOTION PASSES

2026-45 ITEMS REMOVED FROM THE CONSENT AGENDA

H. Approval of the FY 2026-27 Budget Manager's Office

Presenting the Fiscal Year 2027 budget- the total appropriation across all funds is \$132.9 million, with \$45.9 million appropriated from the general fund.

Staff distributed the Fiscal Year 2027 budget on May 2026. We held our public hearing on May 26, 2026, and further discussion took place at our work session on Monday, June 8. The staff recommends approval of the FY 2027 budget as presented, with total appropriations of \$132.9 million, including \$45.9 million in the general fund. The General Fund budget is presented with a budget deficit of \$705,256.

STAFF RECOMMENDATION: Move to approve the budget resolution for Fiscal Year 2026-27, which begins on July 1, 2026.

Motion by Commissioner Kilgo, second by Commissioner German, to approve the budget resolution for Fiscal Year 2026-27, which begins on July 1, 2026.

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

MOTION PASSES

I. Contract for Legal Services Manager's Office

The agreement between the City of Muskegon and Parmenter O'Toole, P.C. for legal services is through June 30, 2031.

The contract outlines the basics of the relationship between the City of Muskegon and Parmenter Law, including the schedule of fees for legal services, which would be as follows:

- a. \$195 per hour from July 1, 2026, through June 30, 2027
- b. \$195 per hour from July 1, 2027, through June 30, 2028
- c. \$200 per hour from July 1, 2028, through June 30, 2029
- d. \$205 per hour from July 1, 2029, through June 30, 2030
- e. \$210 per hour from July 1, 2030, through June 30, 2031

We will pay a \$35,000-per-month retainer to Parmenter for their services. This is reviewed quarterly to determine if additional payments are needed for legal services provided based on the hourly rates agreed to.

Either party may terminate the agreement upon 30 days' notice. In the case of City termination, there is also a 30-day cure period. To start the 30-day cure period, the City shall provide written notice of its dissatisfaction with our legal representation, giving Parmenter a month to remedy the situation. If it is not remedied then the City would give formal notice of termination. The agreement also notes that the City Charter shall prevail regarding the appointment of the attorney, which is covered in [Chapter 3, Section 2](#) (appointment) of the City Charter and [Chapter 5, Section 10](#) (duties).

It should be noted that several of our appointed administrative offices have contracts in addition to the attorney, including the City Manager, Auditors, and Assessor. These contracts do not remove the Commission's appointment authority, which occurs every two years during the Commission's organizational meeting.

STAFF RECOMMENDATION: To approve the contract with Parmenter O'Toole, P.C. for legal services through June 30, 2031.

Motion by Commissioner Kilgo, second by Commissioner St.Clair, to approve the contract with Parmenter O'Toole, P.C. for legal services through June 30, 2031.

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

MOTION PASSES

ANY OTHER BUSINESS

Commissioner Kilgo stated the pride event last weekend went off great and thanked the organizers. June 19th there will be a festival and parade from 11:00 a.m. to 4:00 p.m. and will be held at Heritage Landing. The Black Business Expo is June 21st at the Muskegon Farmers Market, and Taste of Muskegon is coming up in June.

GENERAL PUBLIC COMMENT

Public comments received.

CLOSED SESSION

- A. Closed Session - Attorney Client Privileged Communication - ITEM
REMOVED PER REQUEST OF STAFF** City Clerk

ADJOURNMENT

The City Commission meeting adjourned at 6:57 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: City Website
Submitted by: Deborah Sweet, Community Engagement Manager, Jason Boes, IT Director	Department: Community Engagement
Brief Summary: To meet upcoming accessibility requirements and modernize the city's website, staff recommends GovStack as the best-value solution for the city's website redesign and content management system replacement.	
Detailed Summary & Background: The city's current website design was launched in 2021 and has served residents and staff well. Since that time, resident expectations, accessibility requirements, and the city's digital service needs have continued to evolve. Our website had over half a million-page views from January to May 2026. Staff believes now is the appropriate time to modernize the website to improve usability, ensure compliance with upcoming accessibility standards, and better integrate the tools and services residents rely on every day. A primary driver for this project is compliance with Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA accessibility standards. Local governments serving populations under 50,000 must meet these requirements by the extended April 26, 2028 (previously April 26, 2027). A review of the city's website identified accessibility deficiencies that will require significant improvements to achieve compliance. Some examples that we are lacking and need to update include color contrast, keyboard navigation, alternative text, clear label, descriptive links, consistent navigation, headlines and page structure, search suggestions and autocomplete, ability to zoom, responsive design, and voice control compatibility. In addition to accessibility, staff identified the need for a modern, mobile-friendly website that provides improved navigation, online forms and payments, calendars, news and meeting information, enhanced search capabilities, video and media integration, and seamless connections to existing city systems such as CivicPlus, CivicRec, SeeClickFix, BSA Online, GIS, Zencity, Municode, and other tools. The Community Engagement and Information Technology teams met with departments across the organization to identify operational needs and evaluate potential website solutions. Although the total project cost exceeds \$25,000, staff determined that this procurement did not require a formal competitive bidding process because it involves a specialized professional service and software platform evaluation. Consistent with the intent of the City's Purchasing Policy , staff obtained and evaluated multiple proposals to ensure competition and best value. The attached evaluation matrix compares four options: Envigor (current vendor), CivicPlus, GovStack (staff recommendation), and an in-house solution.	

While cost was an important consideration, staff evaluated proposals based on overall value, functionality, accessibility tools, integrations, implementation support, and long-term sustainability. The lowest-cost proposal did not fully meet several of the city's identified requirements. Staff determined that selecting a solution based solely on price could result in additional costs, staff time, or future system limitations.

Based on the evaluation process, staff believes GovStack provides the best overall value and is the solution most capable of meeting the city's current and future needs. Reference checks with peer communities, including the [City of Grand Rapids](#), [Medicine Hat](#) and [Medicine Hat Parks & Recreation](#), [City of College Station](#), and other municipalities currently using the platform, were overwhelmingly positive. Staff recommends GovStack as the preferred vendor for the city's website redesign. The first-year payment is higher than future years at \$56,006, which is budgeted in the following line items:

- ADA Fund 101-901-801-09116: \$50,000
- Public Relations 101-103-801: \$4,706
- Farmers Market 252-808-801 : \$1,300

The following years, the cost is \$21,446 plus annual increases as outlined in the contract.

Project Timeline:

Target Launch: January 1, 2028

Final Deadline for ADA Compliance: April 26, 2028

- August–October 2026: Project kickoff, stakeholder meetings, website mapping, content audit, and project planning.
- November 2026–June 2027: Website development, content migration, CivicPlus records migration complete, QR code and short-link updates, and integration testing.
- July–August 2027: Department and senior staff review, content revisions, ADA compliance review, and staff training.
- September–December 2027: Internal soft launch and testing by staff and City Commission to identify issues, refine content, and validate functionality. Communications staff prepare public launch materials.
- November–December 2027: Extended review period recognizing holiday schedules and reduced staff availability.
- January 1, 2028: Planned public website launch.
- January–March 2028: Contingency period for post-launch refinements, ADA remediation, and unforeseen issues prior to the April 26, 2028 deadline.

Staff GovStack Highlights: New website navigation and menu mapping based on current website page views, three-click promise to get to pages, bringing all city sites (city, Farmers Market, Kitchen242, Western Market, Trinity Health Arena, and Hartshorn Marina) all under one tool, chatbot and site search, internal approval processes, and 24/7 support.

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:

\$56,006	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 15%; text-align: center;">No</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes	x	No		N/A										
Yes	x	No		N/A												
Fund(s) or Account(s): 101-901-801-09116, 101-103-801, 252-808-801	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">Yes</td> <td style="width: 10%;"></td> <td style="width: 15%; text-align: center;">No</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 15%; text-align: center;">N/A</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Yes		No	x	N/A										
Yes		No	x	N/A												
Recommended Motion: To approve contract with GHD digital and authorize staff to enter into an agreement for services.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td style="text-align: center;">x</td> <td></td> </tr> <tr> <td>Legal Review</td> <td style="text-align: center;">x</td> <td></td> </tr> </table>	Immediate Division Head	x		Information Technology	x		Other Division Heads			Communication	x		Legal Review	x		<u>Name the Policy/Ordinance Followed:</u> Purchasing Policy
Immediate Division Head	x															
Information Technology	x															
Other Division Heads																
Communication	x															
Legal Review	x															

2026 City Website Proposals Matrix

	GovStack	Envigor	CivicPlus	DIY / City-Built
Vendor Type	Government website platform	Local web development firm	Government website platform	City staff
Approach	Hosted SaaS platform	Custom WordPress website	Hosted SaaS platform	Fully self-managed website
Estimated First-Year Cost	\$56,006	\$10,000-\$12,000	\$63,754	\$0-\$5,000(<i>Many hours of city staff time not included</i>)
Estimated Annual Cost	\$21,446 + annual increases	TBD (hosting, maintenance, security, support)	\$24,764 + annual increases	Hosting, plugins, security tools, staff time
Contract Length	36 Months	TBD	Multi-Year	None
Hosting	Vendor Included	City Responsibility	Vendor Included	City Responsibility
Backups	Vendor Included	City Responsibility	Vendor Included	City Responsibility
Disaster Recovery	Vendor Included	City Responsibility	Vendor Included	City Responsibility
Security Monitoring	Vendor Included	City/Contractor Responsibility	Vendor Included	City Responsibility
DDoS Protection (Cybersecurity)	Included	Additional Solution Required	Included	City Responsibility
SSL Certificates (Data files)	Included	City Responsibility	Included	City Responsibility
Microsoft Azure Infrastructure	Yes	No	No	No
Single Sign-On (SSO)	Included	Possible with Custom Development	Included	Possible with Custom Development
ADA Platform Compliance	WCAG 2.1 AA	WCAG Review Included	Accessibility Platform Included	City Responsibility
ADA Content Compliance	City Responsibility	City Responsibility	City Responsibility	City Responsibility
Accessibility Monitoring	Limited	Ongoing Review as Needed	Accessibility Checker Included	City Responsibility
Content Migration	200 Pages Included	Included	Included	City Responsibility
Training	Included	Included	18 Hours Included	City Responsibility
Forms Included	Yes	Custom Development	Yes	Plugin Required
Calendar Included	Yes	Custom Development	Yes	Plugin Required
News Module	Yes	Custom Development	Yes	Custom Development
Alerts / Notifications	Yes	Custom Development	Yes	Plugin Required
Document Center	Media Manager Add-On	Custom Development	Included	Custom Development
Contact Directory	Included	Custom Development	Included	Custom Development
Advanced Search	Cludo AI Search Included	Custom Configuration	Included	Third-Party Tool Required
AI Features	AI Search & Summaries	AI Search Optimization	AI Content Assistant	Optional
Subsites	Included	Possible	Available	Possible
Government-Focused Features	High	Low	High	Low
Customization	Moderate	Highest	Moderate	Highest
Design Flexibility	Moderate	Highest	Moderate	Highest
Staff Time After Launch	Low	Moderate to High	Low	Highest
Vendor Support	24/7 Emergency Support	Local Support Team	Dedicated Support Team	None
Dedicated Account Manager	Optional Support Upgrade	No	Dedicated Customer Success Manager	No
Government Website Experience	High	Moderate	High	Dependent on Staff
Plugin Dependence	Low	Moderate to High	Low	High
Vendor Handles Software Updates	Yes	No	Yes	No
Vendor Handles Security Updates	Yes	No	Yes	No
Vendor Handles Platform Improvements	Yes	No	Yes	No
City Responsible for Hosting	No	Yes	No	Yes
City Responsible for Security	Primarily Content Only	Yes	Primarily Content Only	Yes
Risk if Key Developer Leaves	Low	Moderate	Low	High
Annual Price Increases	Greater of 5% or Inflation	TBD	Annual Escalation	None
Soft Costs	Low	Moderate	Low	Highest
Soft Cost Drivers	Minimal staff involvement	Hosting, maintenance, security, ADA reviews	Minimal staff involvement	Staff time, plugin management, hosting, security, ADA compliance, backups, training
Overall Strength	Government-focused platform with strong security and support	Lowest vendor cost and highest flexibility	Most comprehensive government website ecosystem	Lowest direct cost and maximum control
Primary Concern	Cost and annual increases	Long-term maintenance burden on City	Highest overall cost	Staff capacity, ADA liability, security risk, lack of support

Transform the way you serve and connect with your community



A scalable platform that puts the control into your hands

Public sector organizations need to keep pace with the demands of their residents for online information and service delivery, especially in the face of rapid community growth. They also need to provide up-to-date information, but don't always have the technical resources to do this.





Introducing Govstack®, a platform built for the public sector.

Govstack is a modular and scalable digital platform that enables you to engage, inform, serve, and connect with your community online, while cutting down on the cost and resources necessary to do so.



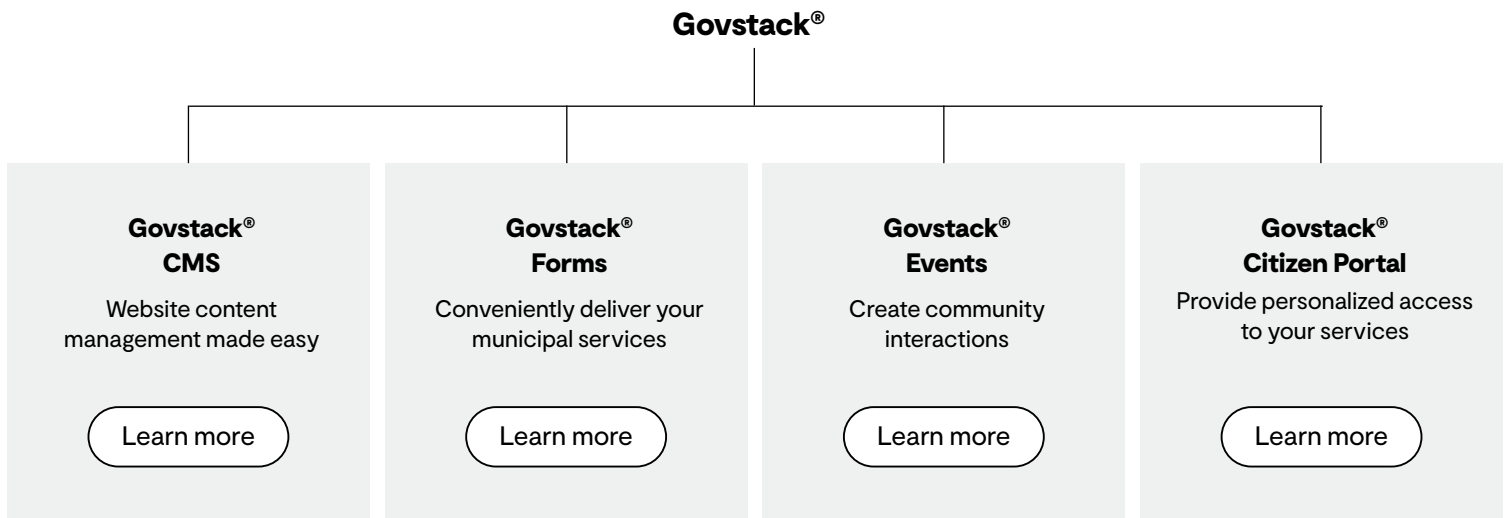
Govstack® products →

Govstack® Content Management System (CMS), a robust website CMS that puts you in control of the way your content is presented.








Govstack® Forms, a customizable forms integration that cuts your operating costs by digitally collecting feedback, and allowing your residents to transact business online.

Govstack® Events, an interactive tool to easily manage your events both paid and free. Create multiple calendars, aggregate them for a single master view, plan and publish in collaboration with other departments.

Govstack® Citizen Portal, a personalized, citizen engagement portal that provides quick access to key information and services tailored to the unique needs of your residents, wherever and whenever they need it.



Tailored to meet your unique needs

-  Powerful flexible intuitive Content Management System
-  Self-serve CMS with low code / no code site builder
-  Create subsites, landing pages, control CSS and brand
-  Easy to update and publish content with workflows and rollbacks
-  Powerful and flexible forms
-  Timely updates, Notification and Alerts system
-  Secure, reliable and accessible WCAG 2.1 Level AA



Why Govstack[®]?

① **Grow as you go**

Evolve with the needs of your community and your organization

② **Power with one password**

Increase efficiency and centralize your systems on a single platform to deliver city services to your residents through secure, single sign-on (SSO) access.

③ **Increase transparency and improve trust**

Provide your residents with timely information, automated email notifications and feedback forms to enhance trust and foster connection.

④ **Reduce your inquiry cost methods**

We understand the pressures and expectations for Council to provide faster, easier, and cost-effective services to the public. And we also recognize the labor shortages that challenge the public sector. That's why we made Govstack, value-driven platform that helps you optimize your workforce and reduce costs, while meeting the online service expectations of your community.

Features of the platform

General

- Subsites
- Multilingual support
- Accessibility
- Responsive on all devices

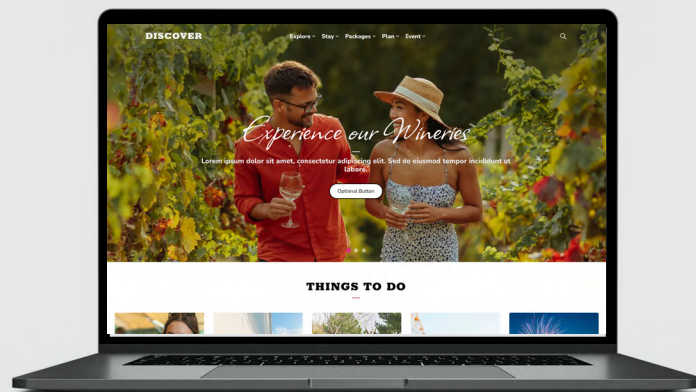
CMS

- Website themes
- Website advanced search
- Upcoming calendar events feed
- Events calendar
- Recent news
- News listing page
- News article detail page
- Contact Directory
- Alert banners & pop-ups
- Embedded social media feeds
- News subscriptions
- Forms

CMS Back Office (Admin view)

- CMS access with single sign-on
- Site builder
- Preview mode editable across multiple device screens
- Calendar events widget
- News widget
- News article
- News subscriptions
- Alerts
- Contact Directory management
- Landing pages
- Search engine optimization (SEO)

Figure 1.2 - Govstack template





Part 4 PRODUCTS & SERVICES

Products & Services

	Name	Billing Frequency	Quantity	Unit Price	Total
1	Govstack CMS Standard - Implementation	One-Time	1	\$28,237.00	\$28,237.00
2	Govstack CMS Standard - Subscription	Annually	1	\$7,447.00 / year	\$7,447.00 / year
3	Govstack Services - Sitemap Development	One-Time	1	\$4,786.00	\$4,786.00
4	Govstack CMS - Media Manager - Subscription	Annually	1	\$1,431.00 / year	\$1,431.00 / year
5	Govstack CMS - Design Node - Subscription	Annually	1	\$3,339.00 / year	\$3,339.00 / year
6	Govstack CMS - IdP/AD Integration - Subscription	Annually	1	\$1,516.00 / year	\$1,516.00 / year
7	Govstack CMS - IdP/AD Integration - Implementation	One-Time	1	\$1,537.00	\$1,537.00
8	Partner - Cludo - AI Chat & AI Summaries Add-On - New Cludo Customers	Annually	1	\$1,272.00 / year	\$1,272.00 / year
9	Partner - Cludo - Site Search - New Cludo Customers (20,001 to 150,000 Population)	Annually	1	\$5,141.00 / year	\$5,141.00 / year
10	Govstack CMS - Subsite - Implementation	One-Time	1	\$0.00	\$0.00

	Name	Billing Frequency	Quantity	Unit Price	Total
11	Govstack CMS - Subsite - Subscription	Annually	1	\$1,300.00 / year	\$1,300.00 / year
12	200 Page Content Migration	One-Time	1	\$0.00	\$0.00
Annual subtotal					\$21,446.00
One-time subtotal					\$34,560.00
Total					\$56,006.00

Customer: City of Muskegon, Michigan

Contact: Deborah Santiago-Sweet, Community Engagement Manager, deborah.sweet@shorelinecity.com, 231-724-6724

Address: 933 Terrace Street , Muskegon Michigan, United States 49440

License Term: 36 months

Payment Terms: Net 30 days, USD*Applicable taxes and annual increase the greater of 5% and Inflationary Index not included

Quote Expiry Date: May 31, 2026

Additional Terms:

Option 2: Spread One-time Implementation over 5 years

- One-time Fee: N/A
- Annual Fee (Years 1-5): \$28,358
- Annual Fee (Years 6+): \$21,446

Questions? Contact me



Isaac Walker

Account Executive

isaac.walker@ghd.com

+15193403822

Statement of Work

1. This service provides an implementation of a new Govstack Standard website (CMS, Events, Forms), including setup, branding, content migration for a defined scope, and training.

Includes: Setup and Configuration, Project Management, sample sitemap, training materials, go live activities.

2. Govstack Standard Platform:

- o Maximum of 50 MAU (Monthly Active Users)
- o Seamless Integration capability
- o Development Professional Services available
 - Restrictions may apply to compatible add-ons with this subscription tier.

CMS:

- o Website Theme
- o Content Management
- o Site Builder
- o Google Search
 - ~ 3rd party fees apply
- o News & Subscriptions
- o Accessible WCAG 2.1 Level AA

Govstack Enterprise Hosting:

- Govstack is hosted in Microsoft Azure with Geographic Zones
- Azure SQL Database
- Disaster Recovery
- High Availability Infrastructure
- Resource scaling
- Microsoft Defender for Cloud
- Traffic Management and DDoS Protection with Azure Front Door
- GHD issued SSL/TLS certificates Included through Azure Managed Certificates
- All products use GHD managed certificates with 256-bit encryption. GHD does not support customer issued certificates.
- Hosting Infrastructure Certifications: ISO 27001 and PCI-DSS

Events:

- o 2 Calendars
- o Available Views: Events, Council, and Tourism

- o Public Submission with approvals
- o Event email notifications

Forms:

- o 50 Forms
- o 20,000 submissions (total per year)
 - ~ Reports
 - ~Workflow Automation
 - ~ Status Tracking

Basic Support Includes:

- Up to two (2) authorized support contacts.
- Access to Knowledge Base online and ticket portal: <https://support.govstack.com/>
- 24/7 Emergency Phone Support for Priority 1 Incidents after hours

Upgrade to Premium Support for: 6 support contacts, live phone support, priority incident escalation and resolution, dedicated Account Manager & more.

3. Govstack Services

- o Sitemap Development:

This service provides expert information architecture services to design an effective and user-friendly sitemap for your website. GHD's experienced Information Architect will create an initial draft sitemap based on a comprehensive review of your website analytics, your existing website structure, and established best practices in website navigation and user experience (UX). This process ensures that your website is organized logically, making it easy for users to find the information they need.

Scope:

Analytics Review: Analysis of your website analytics data to understand user behavior, popular content, and potential navigation pain points.

Existing Website Review: Examination of your current website structure and content organization.

Navigation and UX Best Practices: Application of industry-leading best practices in website navigation, information hierarchy, labeling, and overall user experience to inform the sitemap design.

First Draft Sitemap Creation: Development of an initial draft sitemap outlining the proposed structure and organization of your website content.

Staff Presentation: One (1) virtual presentation to your staff to present the draft sitemap, including an overview of the key principles of effective website navigation and user experience that underpin the proposed structure.

Sitemap Revisions: Collaboration with you to refine the draft sitemap. GHD's Information Architect will work through your feedback and implement revisions, with up to three (3) rounds of revisions included to reach a final, approved sitemap.

4. Govstack CMS Media Manager Add-on:

This service provides the implementation and configuration of the Media Manager add-on for the Govstack CMS, enabling enhanced control and organization of media files (documents, images, videos, etc.).

Scope:

Installation and configuration of the Media Manager add-on within the client's Govstack CMS environment.

Configuration of custom meta information fields for media files, allowing for detailed descriptions and categorization.

Setup of media file categories for improved organization and discoverability.

Implementation of media listings, providing easy access to important files and information on designated website pages.

Exclusions:

Migration of existing media files or metadata.

Custom development or modification of the Media Manager add-on beyond the standard configuration.

Integration with external media storage or management systems.

Content creation or editing of media files.

Deliverables:

Installed and configured Media Manager add-on within the Govstack CMS.

Configured custom meta information fields and media file categories.

Implementation of media listings on designated website pages.

Assumptions:

The client has an existing Govstack CMS environment.

The client will provide information on desired meta information fields and media file categories.

The client will designate the pages where media listings should be implemented.

Note: This service focuses on the setup and configuration of the Media Manager add-on, empowering the client to better organize and manage their website's media files.

5. Govstack Design Node:

This service provides access to the Govstack Design Node, a powerful tool for advanced customization of your website's look and feel.

Scope:

Activation and configuration of the Govstack Design Node within your Govstack CMS environment.

Access to advanced options for configuring website layout, including header and footer structures.

Ability to create and manage multiple color options for website content, ensuring brand consistency and visual appeal.

Functionality to create distinct visual styles for specific sections or pages of your website.

An easy-to-use interface for writing and implementing custom CSS and JavaScript code.

Exclusions:

Custom design or development services beyond the features provided by the Design Node.

Content creation or editing.

Integration with external design tools or platforms.

Training on advanced CSS or JavaScript coding.

Deliverables:

Activated and configured Govstack Design Node within your CMS environment.

Access to all Design Node features as outlined in the scope.

Assumptions:

The client has an existing Govstack CMS environment.

The client has basic understanding of website design principles.

The client understands the capabilities and limitations of the Design Node.

Note: The Govstack Design Node empowers power users to customize their website's appearance through advanced configuration and coding options.

6. This service enables Govstack to integrate with your organization's existing Identity Provider (IdP) so users can sign in using their current enterprise credentials (Single Sign-On).

Govstack includes a built-in identity provider based Azure AD B2C that can be used out of the box. This implementation is required only if your organization prefers to authenticate users through its own identity system instead.

Supported identity providers include Microsoft Entra ID (formerly Azure Active Directory), Okta, and other SAML 2.0 or OpenID Connect-based solutions. By using your own IdP, authentication and security policies (such as MFA and password rules) remain fully managed by your organization, while Govstack securely relies on that system for user sign-in.

This service is applicable if:

- Your organization wants users to log in with existing corporate or municipal credentials
- You require Single Sign-On (SSO) with your enterprise identity system
- Your IT team manages authentication, MFA, and access policies centrally

Not applicable if:

- You are using Govstack's built-in identity provider for user authentication

7. Govstack AD/IdP Implementation:

This service provides the integration of your organization's existing Identity Provider (IdP), such as Active Directory (AD), OpenID Connect, or SAML 2.0-based solutions with the Govstack Platform for user authentication. This allows your users to leverage their existing credentials to securely access Govstack applications.

Scope:

Integration Planning: Collaborative planning session to understand your existing IdP or AD infrastructure and gather necessary configuration details.

OpenID IdP Integration: Configuration of the Govstack Platform to authenticate users against your OpenID Connect compliant Identity Provider. This includes establishing trust relationships and configuring redirect URIs.

Active Directory Integration: Configuration of the Govstack Platform to authenticate users against your on-premises or Azure Active Directory instance. This typically involves setting up secure communication channels and configuring directory synchronization (if required).

SAML 2.0 Integration: Configuration of the Govstack Platform to authenticate users via a SAML 2.0-compliant Identity Provider. This includes exchanging metadata, establishing trust, and configuring assertion consumer service (ACS) URLs and attributes.

Testing and Validation: Thorough testing of the authentication flow to ensure users can successfully log in to Govstack using their IdP or AD credentials.

Basic User Provisioning Guidance: Guidance on how user accounts are provisioned and managed within the Govstack Platform in conjunction with your integrated IdP or AD.

Exclusions:

Complex user provisioning scenarios or custom synchronization rules beyond basic integration.

Multi-factor authentication (MFA) configuration within your IdP or AD (Govstack will leverage existing MFA configurations).

Custom development or scripting for IdP/AD integration.

Troubleshooting issues originating from the customer's IdP or AD environment.

On-site implementation or support (all work is performed remotely).

Deliverables:

A configured Govstack Platform that authenticates users against your specified OpenID IdP, SAML 2.0, or Active Directory.

Documentation outlining the integration configuration.

Assumptions:

Your organization has a functioning OpenID Connect compliant Identity Provide, Active Directory, or SAML 2.0 environment.

You have the necessary administrative privileges and access to configure your IdP or AD and the Govstack Platform.

Your IdP or AD is reachable and can communicate with the Govstack Platform over the internet (if applicable).

Note: This service streamlines user access to the Govstack Platform by integrating with your existing identity management system, enhancing security and user convenience. Please ensure your IdP utilizes the OpenID Connect protocol if it is not Active Directory.

8. Cludo is an AI-powered site search solution tailored for government institutions, enabling them to efficiently guide residents to pertinent information and services.

- o Requires Cludo Site Search
- o Subject to a 5% increase in price per year
- o Third party fees and terms may apply — details at: <https://www.cludo.com/terms-and-conditions>

9. Cludo is an AI-powered site search solution tailored for government institutions, enabling them to efficiently guide residents to pertinent information and services. Key features include cross-site search, allowing integration across multiple domains; customization to align with institutional needs; data masking to protect user privacy; and tools that promote self-service, thereby reducing phone and email inquiries.

- o Requires Cludo Site Search
- o Subject to a 5% increase in price per year
- o Third party fees and terms may apply — details at: <https://www.cludo.com/terms-and-conditions>

10. Govstack Subsite

- o Implementation:

This service provides the implementation of a Govstack Subsite, a specialized section of your website focused on a specific theme such as Parks & Recreation, Fire Department, Clerks Office or a special project or initiative, within your existing Govstack Content Management System (CMS) instance.

Scope:

Setup and Configuration:

- o Installation and basic configuration of the Govstack Subsite within your Govstack CMS environment.

Project Management:

- o Coordination and management of the implementation process, including communication, timeline management, and progress tracking.

Exclusions:

- o Design or application of distinct theme, logo, or other branding elements
- o Content creation and population for the Subsite.
- o Integration with third-party systems specific to the Subsite (unless explicitly specified and quoted separately).
- o Ongoing support and maintenance of the Govstack CMS or the Subsite (this is typically covered under a separate support agreement).
- o Development of custom features or functionalities beyond the standard Govstack Subsite capabilities.

Deliverables:

- o Project management and coordination throughout the implementation process.
- o Sample sitemap and site navigation tip sheet.

Assumptions:

- o Your organization has an existing and functional Govstack CMS subscription.
- o Your organization has Design Node to be able to change theme and design elements.
- o The client will manage their own content creation and population for the Subsite.
- o Go-live readiness will be determined collaboratively.

11. Govstack Subsite

- o Subscription:

This service provides a subscription to the Govstack Subsite Add-on, allowing you to create and manage a specialized section of your website focused on a specific theme such as Parks & Recreation, Fire Department, Clerks Office or a special project or initiative. This subsite is housed within the same Govstack Content Management System (CMS) instance as your website and inherits some features of the main website, but allows for some content to have a distinct look and feel from the main website.

Scope:

- o Shared CMS Instance: The subsite will be managed within your existing Govstack CMS instance.
- o Website Presence: The subsite will feature its own unique (with Design Node access):
- o Logo

- Header and Footer

Subscription Inclusions:

The subscription fee includes:

- Licensing for the Govstack Subsite functionality.
- Ongoing product updates and security patches for the Subsite functionality.

Exclusions:

- Development of custom themes or branding.
- Content creation and population for the subsite.
- Integration with third-party systems specific to the subsite (unless explicitly specified and quoted separately).
- Support for the primary Govstack website (support for the subsite is included).
- Development of more than one subsite under this single add-on subscription.

Assumptions:

- The client has an existing and functional Govstack CMS subscription.
- The client has Design Node access
- The client will provide the content, logo, and branding elements for the subsite.
- Note: This bundle add-on provides a cost-effective way to create a focused online presence for specific initiatives while leveraging your existing Govstack CMS infrastructure.

12. Migration of website content (up to 200 pages) from an existing site to Govstack, following a provided sitemap and including image/document transfer. Maintains existing page structure where possible, but does not address pre-existing broken links, errors, or accessibility issues. Integrations, modules, forms, calendar events, and news items are excluded unless otherwise agreed upon.



DIGITAL SOLUTIONS AGREEMENT →

Part 1 PURPOSE

Please see quote.

Part 2 ACCEPTANCE CRITERIA

Looks and functions like the selected theme and has been updated based on the logo and brand guidelines provided by the customer. Is responsive to different screen sizes and orientations. Is developed following the practices and guidelines outlined by the WCAG 2.1 level AA standard. All included products and AddOns are installed and configured based on the preferences confirmed by the customer during initiation. Blank pages and navigation based on the approved sitemap are setup. Training was provided for the CMS and all included products and AddOns. A GoLive Plan has been provided to the customer.

Part 3 DELIVERY SCHEDULE

Schedule will be provided upon approval of this Statement of Work.

Part 5 **EXCLUSIONS, ASSUMPTIONS, AND ADDITIONAL TERMS**

1. Exclusions

- Content writing, editing, or maintenance by GHD
- Sitemap creation or revisions by GHD unless included in quote
- User set-up and permission configuration by GHD
- Integrations into third-party software not identified in scope
- Additional products, modules, or features that are not included in the selected Govstack plan, or as Add Ons under this quote
- Website clean-up assistance such as adding/editing images, photo galleries, tables, accordions, and alt text, or fixing broken links, spelling mistakes, or content-related accessibility errors.

2. Assumptions

- Customer will choose from the library of available Govstack themes, and the website will be delivered with the standard homepage and interior page layout for that theme.
- Customer will use GHD's Identity Provider for user accounts
- Customer will be responsible for ensuring all content is accessible, including uploaded documents
- Delivery will include no more than 10 meetings between customer and GHD [Standard only]
- Close Out will be within 6 months of Kickoff
- If content migration see **Schedule A** <https://www.govstack.com/learning-centre/onboarding/content-migration/>

3. Additional terms

DSA Item #20 - Choice State of Law

Update Choice State of Law to reflect Michigan rather than California.

Delay Invoice - Per Custom Milestone Schedule

Delay invoice until new fiscal year (starts July 1, 2026). No payment is required until July 31, 2026.

Part 6 PAYMENT SCHEDULE

1. An invoice will be issued to the Customer by GHD for all Implementation or One-Time fees per custom Milestone Schedule.
2. An invoice will be issued to the Customer by GHD for 1 Year’s Annual fees July 31 2026

*DSA does not include applicable taxes.

Part 7 CHANGE REQUESTS

The fees quoted are based on GHD executing the services on a specific, mutually agreed upon, schedule that allows both GHD and Customer reasonable time to perform their tasks. Any deviation from the scope or schedule could result in corresponding changes to the estimated price, dates, responsibilities, or other provisions of the project. Changes that have material impact to any of the foregoing will be accommodated with a Change Order form or a separate Statement of Work as deemed appropriate by both parties. GHD will make reasonable efforts to mitigate the costs associated with the change, with Customer bearing only that portion of costs that cannot be mitigated or otherwise avoided.

GHD’s our attached Terms and Conditions are applicable to this Digital Solutions Agreement and incorporated herein by reference. The offer to perform the Statement of Work for the fees quoted shall expire if not accepted and signed by an authorized representative of Customer on Quote Expiry Date.

IN WITNESS WHEREOF, GHD and Customer have caused this Agreement to be executed by their authorized representatives as of the date of last signature below (“**Effective Date**”).

Customer

GHD digital

Ali Carden, PMP | A GHD Principal
Vice President & Global Practice Director,
Products and Platforms

1. Products. (a) GHD Digital (hereinafter “GHD”), subject to this Agreement, shall grant the Customer as identified in the Digital Solutions Agreement (“**DSA**”) a limited, non-exclusive license to use or access GHD’s digital solutions (hereinafter the “**Product(s)**”) which are identified and described by the DSA. The DSA shall be governed by these terms and conditions, any Third Party Terms, and any documents incorporated by reference (the “**Terms**”); together with the DSA, the “**Agreement**”) “GHD” together with Customer, shall be referred to individually as a “**Party**” and jointly as the “**Parties**”). (b) Customer acknowledges GHD may utilize vendors or third parties to process data or provide Third Party Content or additional functionality to Products. “**GHD vendors**” as used herein means the third parties contracted with GHD to provide any portion of the Products subject to these Terms. “**Authorized End Users**” shall mean Administrative Users and Public Users. “**Administrative Users**” shall mean any of Customer’s employees, representatives, consultants, contractors, or agents who are authorized to use the Product and have been supplied user identifications and passwords by Customer or on Customer’s behalf to use or otherwise access the Products in the manner permitted by this Agreement. “**Public Users**” shall mean any individuals not affiliated with Customer, such as members of the public, authorized by Customer to use or otherwise access the Products in the manner permitted by this Agreement. “**Third Party Terms**” shall mean any terms and conditions of third parties and/or GHD vendors which are applicable to the use or access of the Product.

2. Proprietary Rights. (a) “**IP**” means all intellectual property throughout the world, including: copyrights, derivative software and products, graphical user interfaces, screen layouts, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, patents, inventions, modifications, improvements, customizations, bug fixes, upgrades, designs, logos and trade dress, moral rights, publicity rights, and privacy rights. “**Intellectual Property Rights**” means all rights in the IP whether existing under statute or at common law or equity, now or hereafter recognized and any application or right to apply for any of the rights referred to herein and all renewals, extensions, and restorations of the foregoing. (b) Each Party shall retain ownership of their IP and Intellectual Property Rights existing as of the Effective Date, developed or acquired independently of this Agreement, or created during the term of this Agreement, and nothing in this Agreement shall assign any ownership thereof to the other Party. (c) Customer retains all ownership of any IP owned by Customer prior to the date of this Agreement or created by Customer during the term of this Agreement. (d) Customer acknowledges that, unless otherwise specified in this Agreement or the Product, all IP in the Products other than the IP provided by Customer is the property of GHD and that all, GHD domains, designs, templates, formats, pricing, documentation, manuals, software listings, source code, or object code relating to the Products may constitute trade secret, proprietary and/or confidential information of GHD. Any IP such as information, text, graphics, data, links, or other materials appearing in the Product (“**Third Party Content**”) which is not owned by GHD or Client is subject to Third Party Terms. GHD grants to Customer and Authorized End Users a nonexclusive, non-assignable, nontransferable, non-sublicensable, revocable license to use and access the Products, pursuant to the terms of this Agreement and the End User License Agreement, as applicable. (e) Unless authorized by this Agreement, Customer shall not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the Products in any way to any third party, other than an Authorized End User; (ii) modify or make derivative works based upon the Products, disassemble, reverse compile, or reverse engineer any part of the Products; or (iii) create Internet “links” to the Products or “frame” or “mirror” any part of the Products, including any content contained in the Products. (f) Customer’s exposure to the Products may result in Customer developing or suggesting IP or other improvements or changes related to the Products (“**Feedback**”). Customer grants to GHD a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other Feedback provided by Customer or Authorized End Users relating to the operation of the Products. (g) With Customer’s prior written consent, GHD may use Customer’s name, logo, and/or trademark in connection with certain promotional materials, including brochures, websites, press releases, advertising, and other materials promoting the Products, which GHD may disseminate to the public. Customer may withdraw authorization for such use at any time by providing thirty (30) days written notice as provided in Section 23 below.

3. Data Use. (a) As between the Parties, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. “**Customer Data**” shall mean Customer information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of a Customer or Authorized End Users. Customer shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Customer to GHD pursuant to this Agreement. As necessary to provide Product to Customer, Customer grants to GHD a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to access, revise, reproduce, distribute, host, store, manage, process, display, and otherwise use Customer Data and perform all acts with respect to Customer Data, as necessary to provide the Products to Customer, prevent or address Customer’s technical problems with the Products, and meet all other purposes for Customer set forth herein. GHD shall have no obligation to validate any content of the Customer Data for content, correctness, usability, or for any other purpose. Customer shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to the Customer Data. (b) Customer agrees that GHD may use Customer Data to add insight, analytics, and data science to the Products and/or to provide or suggest additional solutions and services to Customer.

(c) Notwithstanding anything to the contrary in this Agreement, Client authorizes GHD to compile Aggregated Data, and such Aggregated Data shall be proprietary to GHD. “**Aggregated Data**” means any non-personally identifiable, technical, statistical, or analytical data, including Customer Data, gathered, or generated directly by the Product or by use of the Product, that GHD collects, gathers, and aggregates periodically as part of its ordinary business operations. Aggregated Data may be used by GHD for any reason, including, on a non-attributed basis to monitor and improve its products and services, for benchmarking purposes of providing additional products and services, or to provide customized services or technologies to its customers. To the extent an assignment of aggregated or de-identified Customer Data is needed to permit GHD to obtain ownership of the right, title, and interest in, to or under, any or all of the aggregated or de-identified Customer Data, Client hereby assigns and transfers the right, title, and interest in, to, and under such aggregated and de-identified Customer Data to GHD. (d) Customer agrees Customer Data stored by GHD will remain within the Customer’s country of origin. Third Parties may Process (as defined herein) Customer Data as set forth in the applicable Third Party Terms. To facilitate user login, Customer acknowledges and agrees that limited encrypted Customer Data consisting of name, username, and/or email address, may be Processed and stored in Canada, regardless of Customer location. (e) Customer’s bandwidth and disk usage shall be limited to the service levels set forth in the DSA. Any exceedance of these levels by Customer shall be subject to additional fees.

4. Data Protection, Privacy, and Cookies. (a) Customer agrees that GHD may store some or all Customer Data on systems which may run on a third party cloud storage provider, including but not limited to Azure Cloud. (b) For purposes of data privacy and protection laws, GHD is the data processor and Customer is the data controller of Customer Data and Authorized End Users’ information. Customer represents and warrants that it has complied and will comply with all applicable local, state, national, and foreign laws related to data privacy and the transmission of technical or personal data, including personally identifiable information, and has obtained and/or owns all rights, permissions, and consents necessary in the Customer Data and Authorized End Users’ information necessary to meet all purposes and relevant obligations set forth herein. Customer is responsible for providing privacy notices in relation to data privacy and protection laws to Authorized End Users. (c) If GHD receives, has possession or custody of, access to, or control over, any Customer Data which includes Personal Information then GHD will comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to and storage of Personal Information. “**Personal Information**” means information Customer (directly or indirectly, including through another party) shares with, discloses to, allows, or provides access to GHD, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or as Personal Information may otherwise be defined by law. “**Processed**” or “**Processing**” means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means. (d) The Product may include cookies on services and use them to recognize user when returning to the Product. Authorized End Users may set their browser so that it does not accept cookies. Cookies must be enabled on the Authorized End User’s web browser, however, if user wishes to access certain personalized features of the Product. (e) GHD’s relevant policies, which are hereby incorporated into this Agreement, are located at:

Privacy Policy: <https://www.ghd.com/en/privacy-policy.aspx>

Personal Information Processing Addendum:

https://www.ghd.com/en/resources/trustcenter/PersonalInformationProcessingAddendum_1_0.pdf

(f) Customer shall be responsible to comply with all applicable laws in regard to information collected by Customer from Authorized End Users through the use of a Customer created form within the Product.

5. Data Retention. (a) The Products are not intended to be a data retention tool. Customer shall be responsible for compliance with any applicable data retention laws and shall maintain independent archives of data which is required to be retained by such laws. (b) During the term of this Agreement, GHD shall retain Customer Data within the Product for a minimum of one (1) year, except for Customer Data in the Events module, which shall be retained for a minimum of three (3) years. Following the expiration or termination of this Agreement, GHD shall not be required retain Customer Data and GHD shall remove such Customer Data from GHD systems within a reasonable period of time. Prior to the removal of Customer Data from GHD systems, Customer may, for an agreed upon fee, elect to download such Customer Data in a mutually agreed format or extend the data retention. Notwithstanding the foregoing, data retention shall be extended as required by applicable laws. (c) A data destruction certificate certifying Customer Data (not including Aggregated Statistics) has been destroyed from GHD hardware and software shall be provided at the Customer’s written request at a cost of five hundred (\$500) dollars, in the currency set forth in the DSA. (d) GHD maintains a daily backup of its systems for thirty (30) days. In certain circumstances, it may be possible to restore data that has been inadvertently deleted by Customer. A request to restore data can be made to Customer support. Fees may be applied to restore deleted content. (e) Provided GHD retains Customer Data for the agreed upon duration, GHD shall have no liability arising from a failure to maintain Customer Data.

6. Data Security. GHD will maintain industry standard administrative, technical, and physical safeguards, including but not limited to PCI DSS and ISO 27001 compliance, to protect the security and privacy of Customer Data, in use, in transit, and at rest. These

safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them. If either Party becomes aware of any unauthorized access to or breach of the Products which includes Customer Data ("Security Incident"), such Party will promptly notify the other in writing of the Security Incident and include the following information: (i) the nature of the Personal Information compromised and how the Security Incident occurred; (ii) the timing of the Security Incident; (iii) the steps taken by the impacted Party to resolve the Security Incident; and (iv) the measures to be undertaken and implemented to prevent a reoccurrence of the Security Incident. In the event of a Security Incident, GHD reserves the right to shut down the Product(s) to protect the Parties with reasonable notice to Customer and with no liability to GHD for these or other remedial actions.

7. Term and Payment. (a) The term of the license granted to Customer shall be set forth in the DSA and shall continue until the Agreement is terminated or expires pursuant to Section 15. Unless otherwise provided for in the DSA, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of cancellation is delivered by one Party to the other thirty (30) days prior to the expiration date. GHD reserves the right to update these Terms at the expiration of each term. (b) Beginning on the first-year anniversary of the Effective Date and on each succeeding anniversary of the Effective Date during the term of this agreement, and for each renewal term, GHD shall be entitled to include a price increase of 5% to align with inflation as described in the Consumer Price Index in Canada (<https://www.statcan.gc.ca/en/start>) and the Federal Bureau of Labor Statistics in the US (<https://www.bls.gov/>). GHD will provide reasonable notice to Customer of price increases and any update in the Terms. Continued use of the Product beyond the expiration date shall be considered acceptance of the Terms. (c) GHD shall invoice Customer on a periodic basis for the applicable fees as set forth in the DSA. Customer agrees to pay such invoices within thirty (30) calendar days after the date of the applicable invoice. Unpaid invoices will be subject to a charge of one (1.0%) percent per month on any outstanding balance. (d) GHD shall provide Customer with notice of the unpaid invoices and if payment has not been made by Customer within thirty (30) days of such notice, GHD reserves the right without liability to suspend the Products or Customer's access to the Products. (e) In addition to the rates or charges for the Products specified in the DSA, Customer shall pay all local, federal, and state/provincial sales tax, goods and services tax, value added tax, and other taxes applicable to the provision of the Products.

8. Customer Responsibilities. (a) Customer shall license all third party software and obtain all hardware, at Customer's sole expense, that may be needed for Customer to operate the Products. (b) Customer shall abide by all laws, regulations, and ordinances applicable to the use of the Product, and the terms of this Agreement. Customer assumes responsibility for all acts or omissions of its Authorized End Users and agrees to indemnify and hold GHD harmless from any claim howsoever arising from the acts or omissions of its Authorized End Users. (c) Customer shall comply with any demand by GHD to correct, discontinue, or remedy any violation of applicable laws, or regulations, pertaining to Customer Data or any other content collected or used by the Products. (d) Customer may subscribe and consent to receive outage notifications, release notes, and/or other marketing material from GHD. Failure to subscribe may result in Customer not receiving information relevant to their use of the Product. (e) Unless the Customer utilizes Single Sign On ("SSO") where Customer manages their own active directory, Customer will promptly provide to GHD a list of names and other requested information to register each Administrative User to use the Products and shall notify GHD in writing as to any changes including termination of the Administrative Users. Each Administrative User will have a unique User ID for his or her access to the Products which cannot be shared nor transferred. Customer will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly take steps to remove access for such unauthorized persons and notify GHD if the security or integrity of a User ID or password has been compromised. The number of Administrative Users licensed shall be as set forth in the DSA. Customer may permanently reassign an Administrative User license from one individual to another individual by (1) notifying GHD of the Administrative User whose use of the Products is being terminated and (2) the individual to whom the Administrative User license will be reassigned. Each additional Administrative User may require an additional fee, the amount for which is specified in the DSA. (f) Customer is responsible for all content sent via notification tool, to ensure notifications sent follow anti-spam legislation and will manage subscribers within local laws. Mass notification functionality will only perform up to the levels noted in section 12. Service Levels. (g) Project kick off meeting must occur within the first 3 months following the Effective Date. Project timeline will be provided during Project Kick off meeting. A delay is defined as any instance where the Customer's inaction or delay in meeting agreed deadlines extends any project milestone timeline by more than 15 days beyond the planned schedule. For Customer caused delays, there will be a restart fee representing 30% of implementation fees. In the event that the project timeline is interrupted due to Customer delay, GHD will provide an adjusted project schedule following payment of the Restart Fee. Following payment of the Restart Fee, GHD will take commercially reasonable effort to realign resources, timelines, and priorities. GHD will make all reasonable efforts to adhere to the timeline and deliverables agreed upon during the kickoff meeting, provided that the Customer fulfills their obligations as stipulated in these Terms. GHD shall not be liable for any project delays or missed deadlines resulting from Client's failure to adhere to the agreed timeline, nor shall such delays constitute a breach of these Terms by Company.

9. Change Order. Customer may request a modification to the DSA by written request to GHD. The requested changes will become effective only when a change order which

describes the scope of the changes, the timing for the performance of any Services, and any fees resulting from the changes is executed by authorized representatives of both parties ("**Change Order**"). Upon execution, a Change Order will become part of this Agreement.

10. Customizations & Integrations are defined as the process of creating software applications, integrating third-party systems, Website custom theme design, implementing custom modifications to Products, or extending Products to meet a specific Customer's requirements. A one-time professional service fee for this work will be outlined in the DSA. A one-time professional service fee for this work will be outlined in the DSA. The annual fee includes licensing and hosting only, maintenance and upgrades will be billed on a time-and materials basis and quoted using commercially reasonable efforts. (i) GHD may provide services or Product customization ("**Deliverables**") as set forth in the DSA. (ii) If the DSA provides Deliverables for evaluation or test purposes (e.g., demo, test, or trial-versions), the Customer's use such version is limited to (a) internal evaluation or test purposes by Customer and, (b) the time period specified by GHD during implementation planning ("**User Acceptance Testing**" or "**UAT**"). UAT plans will include tests of all major functions, processes, and interfacing systems. Use of the Deliverables under this section may be subject to functional restrictions, and any use is at the Customer's own risk. GHD disclaims all liability arising from use of the Deliverables during UAT. (c) Unless otherwise specified, Customer shall inspect Deliverables and conduct an acceptance during the Acceptance Period defined by GHD ("**Acceptance Period**"). Customer shall review and inspect the Deliverables and shall either (i) Provide written acceptance, or (ii) Notify GHD of any non-conformities ("**Deficiencies**"). GHD will respond within thirty (30) business days and extend the Acceptance Period if necessary. Failure to provide notice of acceptance or rejection constitutes acceptance by Customer. Upon acceptance, GHD will issue an invoice will be issued for any annual or unpaid one-time implementation fees specified in the DSA. In the event the Customer finds the Deliverables do not conform to the DSA, within ninety (90) business days following acceptance, GHD will take commercially reasonable steps to remedy the Deliverables. Beyond this period, any further remediation will be billed on a time-and-material basis via a Change Order. Support requests can be submitted through your GHD contact or our Support team. Our Support team cannot provide support under our Product SLA for Customizations and Integrations, including but not limited to change of specifications, endpoints, security requirements, accessibility requirements, software deprecation, changes to third-party environments. GHD shall retain all IP and Intellectual Property Rights created by GHD under this Customization & Integration provision. Limitation of Use: i) Any UAT, test environments or assets will not be used for Productive Use. "**Productive Use**" means an environment used for Customer's business purposes rather than testing. All major upgrades, modifications, and new systems must be tested by the appropriate users prior to production deployment ("**Production**"). ii) for Function Triggers: up to 100,000 request per calendar month per application, not to exceed 200,000 requests across all applications per calendar month, iii) API (Application Programming Interface) Calls: up to 250,000 calls per calendar month per application, not to exceed 500,000 API calls across all applications per calendar month, iv) for Web Requests: up to 500,000 per calendar month per application, 1,000,000 web requests across all applications per calendar month, v) Application: Limited to 10 applications per customer. "**Application**" is defined as code required to execute to fulfill to deliver the solution, where a Customer may have multiple applications to provide the Deliverable. It's estimated that each customer will average 2 applications. "**Function Trigger**" is defined as application code that executes in GHD's environment to complete processing as part of an Application. "**API Calls**" are defined as requests made to an Application Programming Interface to retrieve data or initiate a Function Trigger to run. "**Web Request**" is defined as a request to retrieve a static resource including but not limited to JavaScript files, Cascading Style Sheets (CSS) files, images and documents. Rights in the Deliverables created by GHD under this Product Customization provision.

11. Equipment. GHD will not furnish equipment or materials necessary for the Product to Customer and its Authorized End Users, except as expressly provided in the DSA ("**Equipment**"). If Equipment is provided to Customer by GHD, all Equipment is the sole and exclusive property of GHD. Customer agrees to promptly deliver Equipment, at Customer's cost and risk of loss, to GHD at the end of the license term or earlier, as requested by GHD.

12. End User Terms. The Customer shall provide a set of terms and conditions applicable to all Authorized End Users and remain responsible for its contents (often referred to as an End User License Agreement or Terms of Service/Use, herein referenced as the "EULA"), which shall be incorporated by GHD into the Product. GHD is not liable for the contents of the Customer's EULA. However, Customer is required to include in the EULA provisions which limit risk to Customer and GHD, and which are located at: https://www.ghd.com/en/resources/trustcenter/End_User_Licensing_Agreement_Provisions_1_0.pdf and or available upon request (the "Mandatory Provisions"). Failure to include the Mandatory Provisions in the EULA, or mutually agreement provisions which meet the same intent, is deemed material breach of this Agreement. Customer agrees GHD is harmless for any liability arising under or in connection with the EULA, including but not limited to, failure to include the Mandatory Provisions.

13. Third Party Integrations Fees. Product may be used by Customer in conjunction with one or more third party services. Customer's use of third-party services in conjunction with the Product may be subject to separate fees and Third Party Terms. The functionality of third party integrations may be limited by the availability of data sources from third parties and access to data sources from the third party's vendors. In the event Customer requests third party services be integrated into the Product, the Services required will be addressed through a Change Order, which will be subject to a third party integration fee.

14. Default. Customer shall be in "Default" if (i) Customer or its Authorized End User breaches any of the terms of this Agreement, (ii) GHD has reasonable grounds to believe that Customer or an Authorized End User is in breach of this Agreement, or (iii) there is the institution by or against Customer of insolvency, receivership, bankruptcy proceedings or upon Customer ceasing to do business. If GHD reasonably believes Customer to be in Default, GHD shall provide Customer with notice of the nature of such Default. If the Default has not been cured by Customer within thirty (30) days of such notice, GHD shall have the right, at its sole discretion and without notice, to take such remedial actions as it deems appropriate, including without limitation: (i) suspending or terminating Customer's license to access the Products without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending, or terminating the subscription of, access to, or current or future use of the Products; (iii) removing any Customer Data that Customer or its Authorized End User has submitted, posted, or displayed; (iv) imposing other restrictions on Customer's use of any features or functions of the Products as GHD may consider appropriate in its sole discretion; and (v) any other corrective actions or penalties that may be available to GHD in law, equity, or contract. GHD shall be in Default if (i) GHD breaches any of the terms of this Agreement, or (ii) insolvency, receivership, bankruptcy proceedings initiated by GHD or upon GHD ceasing to do business. If GHD is in Default, Customer shall provide GHD with notice of the nature of such Default. If a Default, other than a breach of the Warranty obligations in Section 16 of these Terms, has not been cured by GHD within thirty (30) days of such notice, Customer shall have the right to terminate Customer's license to access the Products without further liability for payment, provided all amounts due GHD prior to the Default have been paid. If a Default is a breach of the Warranty obligations in Section 16 of these Terms and such Default has not been cured by GHD within one hundred twenty days (120) days of such notice, Customer shall have the right to suspend payment due GHD until such Default is cured. If GHD is unable or unwilling to cure the Default, GHD shall be entitled to terminate this Agreement.

15. Termination and Suspension. The provision of the Products shall expire as set forth in the DSA. Unless explicitly permitted by this Agreement, Customer may not terminate this Agreement during the term of the license as set forth in the DSA without written authorization from GHD. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Product. No expiration, termination, or suspension will affect Customer's obligation to pay all fees due pursuant to the DSA. Customer shall have no right to a refund of any previously paid fees. Any suspension of access to the Products resulting from a Default shall not constitute a termination of the Agreement. Customer's access to the Products shall resume upon Customer no longer being in Default, and upon payment by Customer any costs directly related to the restoration of access to the Products. GHD shall have the right to terminate this agreement as set forth in other provisions of this Agreement.

16. Warranty. (a) GHD warrants the functionality of the Product as set forth in the SLA and that the Product will meet applicable accessibility laws in place during the term of this Agreement, except that GHD has no responsibility to monitor or correct any content provided, generated, or uploaded by Customer. (b) Customer understands that the Product, or some features thereof, may be temporarily or permanently discontinued, changed, upgraded, improved, or limited, with reasonable notification to Customer. If, as a result of these changes, the Product is no longer supported by GHD, its vendors, or third parties, GHD shall have the right to terminate portions of, or the entire Agreement. (c) Customer acknowledges that use of the Products is at Customer's own risk, except as otherwise provided herein. GHD is not responsible for protection or privacy of information transferred through the Internet or any other network Customer may utilize. Sensitive data may be protected with the use of encryption that does not violate any governing laws or regulations. Customer acknowledges that GHD has no control over and accepts no responsibility for Customer Data hosted by Customer. (d) EXCEPT AS EXPRESSLY SET OUT IN SECTION 16(a), THE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES, GUARANTIES, OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW, BY COURSE OF CONDUCT OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PERFORMANCE. GHD DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT IT WILL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ANY DEFECTS IN THE PRODUCTS WILL BE CORRECTED OR THAT ANY DATA IS COMPLETE OR WHOLLY ACCURATE, OR THAT THE PRODUCTS WILL FUNCTION WITHOUT FAILURE OR INTERRUPTION. (e) UPON CUSTOMER NOTIFYING GHD OF ANY ERRORS, BUGS, OR OTHER PROBLEMS IN THE PRODUCTS, GHD'S SOLE AND EXCLUSIVE RESPONSIBILITY WILL BE TO PROVIDE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH PROBLEMS TO THE EXTENT COMMERCIALY FEASIBLE. (f) The Products may contain Third Party Content. Customer acknowledges and agrees that GHD is not responsible or liable for: (i) the availability or accuracy of such Third Party Content. Links to or use of Third Party Content does not imply any endorsement by GHD of the Third Party Content. Customer has the sole responsibility for and assumes all risk arising from Customer's use of any such Third Party Content. Customer further acknowledges that Customer's use of Third Party Content will be subject to the Third Party Terms applicable to such content.

17. Indemnification. (a) GHD agrees to indemnify and hold harmless Customer from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent they are caused by the gross negligence

or willful misconduct of GHD or based on a claim that the Products infringe on any patent, copyright, trademark, or other intellectual property right of a third party; provided however, that GHD shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Products by Customer or any third party not specifically authorized by GHD, (ii) any combination of the Products by Customer with other programs or data not furnished by GHD; or (iii) any use of the Products by Customer or its Authorized End Users that is prohibited by the EULA or is otherwise outside the permitted use for which the Products are intended. (b) Notwithstanding anything to the contrary contained or implied herein, the GHD Indemnitees (defined below) shall have no liability for any damages, whatsoever relating to the tools, third party software, third party products, or any products or services not developed or provided by GHD. (c) Customer agrees to indemnify and hold harmless GHD, its parents, subsidiaries, affiliates, officers, directors, employees, agents, vendors, subcontractors, and any successors or assigns (together the "GHD Indemnitees") from and against any and all losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent caused by (i) any negligence or willful misconduct of Customer, (ii) Customer Data and Customer material infringement of any third party rights, or (iii) any breach by Customer of the terms of this Agreement.

18. Limitation of Liability. (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY; THE GHD INDEMNITEES' LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO GHD DURING THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT UPON WHICH LIABILITY IS PREDICATED FOR THE PRODUCTS PROVIDED BY GHD HEREUNDER. (b) EXCEPT AS EXPRESSLY SET OUT HEREIN, THE GHD INDEMNITEES SHALL NOT BE LIABLE TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH OR UNDER CUSTOMER, OR TO ANY THIRD PARTY FOR ANY LIABILITY, EXPENSE, INJURY, CLAIM, PENALTY, FINE, INTEREST, OR CAUSE OF ACTION WHATSOEVER OR HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, OR FOR LOSS OF PROFIT OR REVENUES, BUSINESS INTERRUPTION, CONTRACT, GOODWILL, OR OTHER BUSINESS OR ECONOMIC LOSS, OR FOR LOST OR DAMAGED DATA, THE AVAILABILITY OF DATA, OR DAMAGE TO NETWORK, COMPUTER, SERVER, OR THE PRODUCTS.

19. Dispute Resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement provided hereunder. The matter may be submitted to the judicial system set forth in Section 20, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party.

20. Choice of Law. If Customer resides in the United States, the laws of the State of California shall govern this Agreement, without reference to conflicts of law rules or principle. If Customer reside in Canada the laws of the Province of Ontario and the laws of Canada applicable therein shall govern this Agreement. Both GHD and Customer specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Customer shall bring any action, suit, or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

21. Contracting Entity. The term GHD Digital used herein is a marketing name for the entities licensing the Product. For Customers located in the United States of America, the Product is licensed from GHD Services Inc, a Delaware corporation with offices at 2055 Niagara Falls Blvd., Niagara Falls, NY 14304, USA. For Customers located in the Canada, the Product is licensed from GHD Digital (Canada) Limited, formerly eSolutions Group Limited, an Ontario corporation with offices at 455 Phillip St., Waterloo, ON, N2L 3X2, CA.

22. Force Majeure. GHD will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any unforeseen or unavoidable cause reasonably beyond the affected Party's control ("Force Majeure"). Force Majeure may include, but is not limited to natural events, pandemic, labor, or civil disruption, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions.

23. Notice. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered by email to the respective Party's contact identified in the Agreement, or at such other address as may be changed by either Party by giving written notice thereof to the other. All notices to GHD pertaining to this Agreement shall be delivered to digital-legal@ghd.com.

24. Insurance. GHD agrees to carry throughout the Term of this Agreement insurance coverage appropriate to its Products and Services. GHD agree to name Customer as additional insured on its commercial general liability policy. The certificates of insurance, incorporated herein by reference, confirm GHD's policy details for its commercial general liability, technology professional liability, and cyber liability insurance in effect at the Effective Date. Upon Customer's request, GHD will provide certificates of insurance stating Customer as a certificate holder and additional insured.

25. Service Levels. The Product will meet or exceed the minimum service level standards set out in the Service Level Agreement ("SLA"), subject to change without notice, published at https://www.ghd.com/en/resources/trustcenter/ServiceLevelAgreement_1_0.pdf and incorporated into this Agreement.

26. Piggyback Clause. This Agreement may be used by other institutions (such as state, province, local and/or public corporations or agencies) who express an interest in piggybacking on this contract in accordance with the terms and conditions of this Agreement at the pricing offered by GHD to Customer at the time of piggybacking. GHD agrees that Customer shall bear no responsibility or liability for any agreements between GHD and the other Institution(s) who desire to exercise this option.

27. General. (a) Third Party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. (b) Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof. (c) Successors and Assignment. Customer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of GHD. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. (d) Severability and Survival. The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations, indemnifications, or limitations of liability contained within this Agreement shall survive the termination of this Agreement. (e) Authority. Customer represents and warrants that the individual accepting this Agreement is doing so with full and complete authority to bind Customer on whose behalf they are acting to every term of this Agreement. Acceptance of this Agreement signifies that Customer has read and agrees with all terms and conditions referenced in this Agreement. (f) Entire Agreement. The DSA, these Terms, and any documents referenced in either document constitute the complete and final agreement between GHD and Customer regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the DSA or the Products. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Development and Reimbursement Agreement — American Fabricated Products, INC.- 331 W. Laketon Ave.				
Submitted by: Jocelyn Hines, Development Analyst	Department: Economic Development				
Brief Summary: AFP Real Estate, LLC is seeking approval of the development and reimbursement agreement for American Fabricated Products, INC, 331 W. Laketon Ave.					
Detailed Summary & Background: The development and reimbursement agreement between the Brownfield Redevelopment Authority (BRA), the City of Muskegon, and the developer extends through 2039, or until all eligible activities have been reimbursed through tax increment financing (TIF) capture, whichever occurs first. The Brownfield Plan Amendment and the development and reimbursement agreement were approved by the BRA on June 9, 2026. The development and reimbursement agreement complements the Brownfield Plan Amendment by defining the specific terms, conditions, and timeline for reimbursement.					
Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life - Reduction of blighted commercial properties					
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:					
Amount Requested: N/A	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">X</td> </tr> </table>	Yes	No	N/A	X
Yes	No	N/A	X		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;">No</td> <td style="width: 25%;">N/A</td> <td style="width: 25%;">X</td> </tr> </table>	Yes	No	N/A	X
Yes	No	N/A	X		
Recommended Motion: I move to approve the development and reimbursement agreement as presented and to authorize the Mayor and City Clerk to sign.					
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> </table>	Immediate Division	X		Name the Policy/Ordinance Followed: Public Act 381 of 1996, as amended	
Immediate Division	X				

Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review	X	

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on _____, 2026, between the **CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 933 Terrace Street, Muskegon, Michigan 49440 (the "Authority"), and **AFP REAL ESTATE, LLC** a Michigan limited liability company, whose address is 16910 148th Avenue, Spring Lake, Michigan 49456 (the "Developer").

RECITALS

- A. The Authority was created by the City of Muskegon (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"). Pursuant to Act 381, the Authority has prepared a Brownfield Plan, which was duly approved by the City of Muskegon Board of Commissioners (the "Brownfield Plan").
- B. The Developer owns approximately 2.94 acres of property in the City of Muskegon at street addresses 331 West Laketon Avenue, Muskegon, Muskegon County, Michigan (the "Property"), which is legally described in the attached Brownfield Plan Amendment (the "Plan Amendment") attached as Exhibit A, and which is a "facility" as defined in Act 381.
- C. The Plan Amendment was recommended for approval by the MBRA on June 9, 2026, and approved by the City of Muskegon Board of Commissioners on June 23, 2026.
- D. The Developer proposes to repurpose the existing structure to renovate and relocate their expanding business operations, American Fabricated Products, a West Michigan manufacturer specializing in advanced metal fabrication and machining. The Project will have the effect of assisting in the redevelopment of the Property, increasing the tax base, creating jobs, otherwise enhancing the economic vitality and quality of life in the County.
- E. Act 381 permits the Authority to capture and use the property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "eligible activities" (hereinafter the "Eligible Costs").
- F. By undertaking the Project, the Developer incurred and will incur Eligible Costs, which include costs associated with pre-approved environmental due diligence activities, and Plan Amendment preparation and development, all as defined in the Plan Amendment.
- G. The Authority has incurred and will incur certain eligible administrative expenses associated with the Plan Amendment (the "Administrative Costs"), for which it seeks reimbursement from Local Tax Increment Revenue ("Local TIR") and pre-approved State TIR, including Plan Amendment implementation.

- H. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Local TIR and pre-approved State TIR (as defined below), additional tax increment revenues will be deposited into the local brownfield revolving fund for up to five full years, which is in accordance with Section 13(5) of Act 381, which limits such deposits to be made for no more than five years after the time that capture is required to pay the Eligible Costs.
- I. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the Local TIR, and pre-approved State TIR, that are generated from an increase in the taxable value of the real and personal property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the “Tax Increment Revenues”) to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs and to fund a local brownfield revolving fund pursuant to Act 381.
- J. The parties are entering into this Agreement to establish the procedure for such reimbursement and funding.

Terms and Conditions

Therefore, in exchange for the consideration in, and referred to, by this Agreement, the parties agree as follows:

1. **Capture of Taxes:** During the Term of this Agreement, the Authority shall capture only those Tax Increment Revenues that are lawfully eligible for capture under Act 381 and that are specifically authorized for capture in the Brownfield Plan and any approved Plan Amendment for the Property and use those Tax Increment Revenues provided in this Agreement.

2. **Submission of Costs:** For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority:

- (a) a written statement detailing the costs;
- (b) a written explanation as to why they are Eligible Costs;
- (c) copies of invoices and proof of payment from contractors, engineers or others who provided such service, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
- (d) copy of occupancy permit
- (e) copies of the required local building permits, inspection reports, and any other information which may be required by the Authority or its auditors.

3. **Payments:**

- a. The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse it for Eligible Costs actually paid by the Developer. Local TIR generated from the Property shall first be retained by the Authority in an amount equal to 10% of the annual Tax Increment Revenues up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects. After retention of such Local TIR, Tax Increment Revenues shall be used to reimburse the Developer for Eligible Costs, *provided, however,* if Developer has not paid any applicable professional fees and costs (legal, environmental, etc.) incurred by the Authority related to Developer's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within 30 days of being invoiced for such costs, the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment

Revenues are used to reimburse Developer. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from Developer total Eligible Costs and Developer shall not be entitled to reimbursement of such amount. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the Authority after the 16-year Developer reimbursement period. Tax Increment Revenues shall be distributed according to the Cost Table included as Exhibit B.

- b. Unless the Authority disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after review by an Authority Board member or the City Economic Development Coordinator and approval by the Authority Board, pay to the Developer the amounts for which submissions have been made pursuant to Section 2 of this Agreement within 30 days after the Authority Board has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid and provided, further, an occupancy permit shall have been issued for those portions of the Project for which there are Eligible Costs. Developer shall cooperate with the Authority's review of its Request for Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been made, have been fully paid to the Developer or to December 31, 2039, whichever occurs first.
- c. **Adjustments:** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason, including but not limited to fraud, misrepresentation, use of funds for ineligible costs, failure to complete the Project as approved, the Authority is required to reimburse any Tax Increment Revenues to the County, City, or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the

amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

4. **Reporting.**

a. The Developer shall provide to the Authority, within 30 days after the Project receives an occupancy permit, and annually thereafter no later than May 1 of each year during the Term of reimbursement under this Agreement, a report of the following, as applicable, for the preceding calendar year pursuant to reporting requirements under Section 16 of Act 381:

1. Total investment and new capital investment since the prior year's report.
2. Square footage of new construction or renovation, whether residential, commercial, or other use, and use of new or renovated space.
3. New jobs created.
4. Total number of housing units.
5. Other information required to be reported to the State of Michigan to verify compliance with Act 381.

5. **Interpretation.** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

6. **Assignment.** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by either party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the

Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval of the Authority. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

7. **Indemnification.** Developer agrees to indemnify and hold City of Muskegon, the City of Muskegon Brownfield Redevelopment Authority, as well as all officers, agents, employees, and assigns thereof harmless, including attorney's fees, against (a) any and all claims by any person claiming for personal or property injuries or damage due to the Developer's redevelopment of the Property provided pursuant to the terms of this Agreement, and/or (b) claims by any third parties which may arise out of, or be related to, the Developer's redevelopment of the Property pursuant to this Agreement. Developer shall not be obligated to indemnify any persons under this section if the liability arises out of the person's negligence, willful misconduct, or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any such persons.

8. **Term.** This Agreement shall terminate when all reimbursements and payments contemplated under this Agreement have been paid or December 31, 2039, whichever comes first.

9. **Legislative Authorization.** This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

10. **Notices.** All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

11. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is

invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

13. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between the parties.

14. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

WHEREFORE, this Agreement has been executed as of the date first written above.

**CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY**


By:
Its:

CITY OF MUSKEGON

By:
Its:

By:
Its:

AFP REAL ESTATE, LLC



By: Russell S Golemba
Its: Member

EXHIBIT A

Brownfield Plan Amendment

EXHIBIT B

Financial Consideration Between the Parties

Summary of approved Eligible Costs

Eligible Activities	Cost
To the Authority	\$9,413
Administration (10%)	\$9,413
To the Developer	\$75,202
State	\$34,151
Local	\$41,051
To Brownfield Revolving Funds	\$75,202
State	\$34,151
Local	\$41,051
Total approved costs	\$159,817
State TIR	\$68,302
Local TIR	\$91,515



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Concession Application - Hartshorn Marina Vending Machine							
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks							
<p>Brief Summary: Staff requests authorization to enter into a concessionaire agreement with Threes Company at Hartshorn Marina for \$250 per year plus 5% of gross receipts.</p>								
<p>Detailed Summary & Background: The Parks Department has received a concession application from Threes Company to install and operate a vending machine at Hartshorn Marina. The proposed vending machine will provide water, soft drinks, and other non-alcoholic beverages for marina patrons and park visitors. The request was initiated by the Harbor Master and has been supported by marina users as a convenient amenity that is currently unavailable on-site.</p> <p>Threes Company is a locally owned Muskegon business and is currently operating under a concession agreement at Smith-Ryerson Park's Sim-Ray Center in good standing with the City. Staff has reviewed the application and determined that the proposed operation is consistent with the City's Park Concession Policy, which seeks to provide services and amenities that enhance visitor experiences while creating opportunities for local businesses.</p> <p>In accordance with the Park Concession Policy, concessions operating at non-beach park locations are required to pay an annual concession fee of \$250 plus 5% of gross receipts. Any revenue generated through the agreement will be returned to the Marina Operating fund to support operations and maintenance. Staff believes the proposed vending machine will improve customer service at the marina by providing convenient access to beverages without requiring additional City staffing or operational costs.</p>								
<p>Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life</p>								
<p>Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:</p>								
<p>Amount Requested: n/a</p>	<p>Budgeted Item:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>	Yes		No	<input checked="" type="checkbox"/>	N/A		
Yes		No	<input checked="" type="checkbox"/>	N/A				
Fund(s) or Account(s):	Budget Amendment Needed:							

Marina (Revenue)	Yes		No	x	N/A	x	
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Recommended Motion:

Move to authorize staff to enter into a concessionaire agreement with Threes Company at Hartshorn Marina for \$250 per year plus 5% of gross receipts.

Approvals:

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

Name the Policy/Ordinance Followed:

Park Concession Policy



PARK CONCESSION POLICY

EFFECTIVE: July 26th, 2022

PURPOSE

To formalize the process and procedures related to concession operations within the City of Muskegon Park System.

GOALS

The City of Muskegon maintains this policy with the goals of:

- Providing a variety of services to park visitors that could not be provided by other means
- Meet the needs and wants of park users
- Activate and engage our park spaces
- Offer opportunities for small business to start and grow

COVERED AREAS & APPLICABILITY

This policy applies to any concession proposing to operate in the traditionally recognized city park system, with the following exceptions:

- Hackley Park is excluded from this agreement and no concessions outside of approved special events are permitted to operate within Hackley Park.
- This policy does not apply to Western Market, Muskegon Farmers Market, Trinity Health Arena, or any other areas which may contain similar operations but are not a part of the traditionally recognized city park system.
- This policy also does not apply to “The Deck” restaurant which operates within Pere Marquette Park, to “Fisherman’s Landing” campground and boat launch, nor to the “Clippers” baseball facility that operates within Marsh Field, as all are under specific lease agreements and terms.
- Concessions operating as a part of an approved special event or an approved sports league are exempt from this policy.

This policy does apply to the few brick and mortar concession spaces located within the City Parks; currently the list of brick and mortar spaces is as follows, with future changes possible:

- The designated concession space within the Pere Marquette Park Bathhouse
- The Pere Marquette Park secondary building located south of the bathhouse
- The Pere Marquette Park Chalet at the north end of the park

Return completed application to the following:
City of Muskegon Public Works Department
1350 East Keating Avenue
Muskegon, MI 49442

► I. CONCESSIONAIRE

BUSINESS / NON-PROFIT	Threes Company
CONTACT	Nefiteria Ray
ADDRESS	1324 E Forest ave
PHONE	+12315710884
EMAIL	nefieray@gmail.com

► II. OPERATIONAL DESCRIPTION

ACTIVITIES CONDUCTED (ATTACH PICTURES IF NEEDED)	Soda Vending Machine
EQUIPMENT USED (ATTACH PICTURES IF NEEDED)	Soda & Water
REQUESTED LOCATION(S)	Hartshorn Marina

APPLICATION & AGREEMENT PROCESS

Applications will be accepted year-round on the attached form.

There is no fee associated with applying to be a concessionaire within the City Parks. If the application is approved, fees will be charged for the right to operate within the city park system as outlined below.

Staff will review applications in accordance with this policy. Applications approved by staff will be presented to the Commission for consideration before adoption of the agreement.

Once an application is approved by the City Commission, city and the concessionaire will enter into a formal agreement. General agreement terms attached to each agreement will be specifically crafted to match the agreed upon activities, fees, and services as allowable in this policy.

Agreements shall be renewed annually, except that agreements within a designated brick and mortar space may be proposed for an extended duration, with the maximum length not to exceed 5 years.

Returning operations for brick and mortar facilities in good standing shall be offered first right of refusal to renew their agreement for up to one renewal term of the same duration as the original term. When brick and mortar spaces become available or at the end of a renewal term the brick and mortar spaces will be offered as available through a request for proposal process.

FEES & WAIVERS

Concessionaire shall be obligated to pay the fees outlined in the agreement.

The standard fee to operate a concession shall be set at \$1,000/Year + 5% of gross receipts for any operation conducted within Kruse Park, Pere Marquette Park, Margaret Drake Elliot Park or Harbor Towne Beach, and \$250/Year + 5% of gross receipts for any concession operating in any other park.

Concession agreements proposed for a brick and mortar location as described above shall be set at \$1,000/Year + 10% of gross receipts or \$2,500/Year, whichever is expected to be more.

Revenue generated from concession operations shall be deposited in the City General Fund for support of park and recreation operations in the City.

Fees for concessions may be waived by staff upon receipt of a "Concession Fee Waiver Application" at the same time as a concession application. Fee waivers will be evaluated according to the point system described on that form.

▶ IV. LIABILITY WAIVER

APPLICANT(S) voluntarily agree, understand and recognize that participants will have no right to make a claim or file a lawsuit against the City.

▶ V. REQUIREMENTS OF CONCESSIONAIRES

1. Applicant shall comply with all City of Muskegon Policies.
2. Applicant shall comply with all City of Muskegon Ordinances.
3. Applicant shall save the City of Muskegon harmless from all claims.
4. The appointed fees must be paid in full to the City prior to commencement of operations.
5. All required licenses and an insurance certificate listing the City as an additional insured party must be submitted before the agreement is signed and before commencing operations.
6. Applications denied by staff may be appealed to the City Commission for consideration.

With my signature, I certify that I have read and agree to the City of Muskegon Park Concession Policy and all items listed on this application.

I agree to abide by all applicable ordinances & regulations.

Nefiteria Ray
Signature of Applicant

5/19/2026
Date

CITY STAFF USE ONLY: APPROVED / DENIED	
NAME/TITLE: _____	
DATE: _____	FEE: _____
NOTES: _____	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Contract for Services — Mediation & Restorative Services							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: To authorize staff to enter into the contract for services with Mediation & Restorative Services.								
Detailed Summary & Background: The City has contracted with Mediation & Restorative Services for the past few years to provide outreach, education, prevention, and intervention services for substance and youth safety. They are asking for an increase in funding this year (\$45,000 last year) because they will be increasing this funded position from 20 to 30 hours per week because of increased demand for services. The City received \$541,155.80 in excise tax money this year and has usually dedicated 25% of that towards the Muskegon Social Equity Program (MSEP). The Legislative Policy Committee met in May and recommended funding the MSEP in 2026 as follows: Mediation & Restorative Services - \$55,000 Expungement Clinics with G.U.N.S. - \$37,000 Future Emergency Housing Program - \$43,288.95								
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: \$55,000	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"><input type="checkbox"/></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"><input checked="" type="checkbox"/></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"><input type="checkbox"/></td> <td style="width: 12.5%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Fund(s) or Account(s): 101-701-801-002080 (Muskegon Social Equity Program)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"><input type="checkbox"/></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"><input checked="" type="checkbox"/></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"><input type="checkbox"/></td> <td style="width: 12.5%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Recommended Motion: I move to approve the \$55,000 in funding for Mediation & Restorative Services and to direct staff to sign the contract.								
Approvals:	Name the Policy/Ordinance Followed: Muskegon Social Equity Program							

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

This services agreement (the agreement) is made effective on the 1st day of July 2026, by and between Mediation & Restorative Services, with corporate offices located at 888 Terrace Street, Suite 200A, Muskegon, MI 49440, and the City of Muskegon.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

Mediation & Restorative Services will provide outreach, education, prevention and intervention services for substance use and youth safety as follows:

- Provide one-on-one accountability sessions/group sessions for City of Muskegon resident youth and their family at no charge as requested, including referrals from families, schools and the court
- Attend Neighborhood Association and community meetings as appropriate to share about our services
- Reach out to all schools located in and surrounding the City of Muskegon to offer services
- Attend Juvenile Court, Social Justice Commission and youth safety committees/meetings
- Hold monthly parent/child discussion groups on the impact of youth and family safety
- Coordinate with the Define The Line to track to fill gaps in service as needed
- Visit cannabis selling establishments located in the City of Muskegon to discuss youth prevention efforts, to provide marketing needs to reduce the sale to minors, to partner on events reach more families
- Partner with the City of Muskegon Police Department for enforcement and diversion referrals for City of Muskegon youth involved in marijuana, substances, crime and violence related activity as requested

Obligations

Mediation & Restorative Services will:

- track best practices of other prevention related activities
- document interactions in the community
- report additional needs to support youth, families, schools and the community
- network with Define the Line and other prevention/treatment providers
- coordinate with Neighborhood Associations, local law enforcement, courts, and area schools to discuss prevention opportunities
- distribute marketing materials to key stakeholders
- coordinate family and youth direct intervention services
- other duties as assigned

Services and Fees and Expenses

The City of Muskegon agrees to pay Mediation & Restorative Services \$55,000 for this 12-month service. Each month the City of Muskegon agrees to pay the monthly fee of \$4,583.33 for services on the Social Equity Prevention Fund Document previously submitted to the City of Muskegon Planning Department and City Commissioners.

Term and Termination

This agreement shall commence as of the agreement date above and shall remain in force through June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Subcontractor Information and Signature of Acceptance

Company name: Mediation & Restorative Services

Representative name: Jackie Hallberg, LMSW

Job title: Executive Director

Signature: *Jackie Hallberg* Date: 6-4-20

City of Muskegon Information and Signature of Acceptance

Representative name:

Representative title:

Signature:

Date:



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Contract for Services — Expungement Clinics with G.U.N.S.							
Submitted by: Mike Franzak, Planning Director	Department: Planning							
Brief Summary: To authorize staff to enter into the contract for services with G.U.N.S.								
Detailed Summary & Background: The City has contracted with G.U.N.S. (Gaining Unity through Non-Violent Solutions) for the past few years to provide free expungement clinics for residents. This proposal includes two expungement clinics over the next year at \$15,000 each and an additional \$7,000 to purchase a live scan device that will help expedite the process. The City received \$541,155.80 in excise tax money this year and has usually dedicated 25% of that towards the Muskegon Social Equity Program (MSEP). The Legislative Policy Committee met in May and recommended funding the MSEP in 2026 as follows: Mediation & Restorative Services - \$55,000 Expungement Clinics with G.U.N.S. - \$37,000 Future Emergency Housing Program - \$43,288.95								
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: \$37,000	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Fund(s) or Account(s): 101-701-801-002080	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 15%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">N/A</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Recommended Motion: I move to approve the \$37,000 in funding for G.U.N.S and to direct staff to sign the contract.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 30%;"></td> </tr> </table>	Immediate Division Head	X		Name the Policy/Ordinance Followed: Muskegon Social Equity Program				
Immediate Division Head	X							

Information Technology		
Other Division Heads		
Communication		
Legal Review		

PLANNING DEPARTMENT
993 TERRACE ST.
MUSKEGON, MI 49440

EXPUNGEMENT CLINIC AGREEMENT

AGREEMENT made the 23rd day of June, 2026, between the City of Muskegon Planning Department, 993 Terrace St., Muskegon, Michigan (the "City"), Gaining UNITY Through Non-violent Solutions, with an address of 95 W Broadway Ave, Muskegon, Michigan ("G.U.N.S."), and Janet Robinson.

RECITALS:

Whereas, G.U.N.S. has made a proposal to the City and the parties desire to reduce the terms and conditions of the City funding and clinics to be produced by G.U.N.S. to writing.

IT IS THEREFORE AGREED:

1. Payment to G.U.N.S.: The City shall pay to G.U.N.S. the amount of Fifteen Thousand Dollars (\$15,000.00) for each expungement clinic produced by G.U.N.S. pursuant to this Agreement. The City shall render the first payment to G.U.N.S. on July 3, 2026. The City shall render payment for each subsequent expungement clinic produced by G.U.N.S. pursuant to this Agreement at least 30 days prior to the date of the respective clinic. The City also agrees to help purchase a live scan device (\$7,000) to allow for individuals to be fingerprinted via live scan.
2. Activity: G.U.N.S. shall operate three (2) expungement clinics pursuant to the terms and conditions of this Section (the "Event(s)"):
 - i. The first Event shall occur in Summer or Fall 2026; the second Event shall occur in the third or fourth quarter of 2026; or the first quarter of 2027.
 - ii. Each Event must include all services necessary to properly complete an application for, and obtain a hearing to, expunge any misdemeanor or felony offenses eligible to be expunged under state law, which includes but is not limited to:
 - a. Obtaining and reviewing the Michigan State Police's Internet Criminal History Access Tool ("ICHAT").
 - b. Obtaining certified copies of convictions.
 - c. Determining if the conviction is eligible for expungement.
 - d. Completing an application to set aside a conviction.

- e. Obtaining fingerprints.
 - f. Properly filing the application and required attachments with the Court and serving the same to the Michigan State Police, local prosecuting agency, and the Michigan Attorney General's office.
 - g. Obtaining a hearing date and appearing at the hearing.
 - h. Obtaining a copy of the order granting the expungement and verifying the Court clerk shall serve all necessary parties with the same.
- iii. In addition to the Services set forth in this Section, G.U.N.S. shall provide City of Muskegon residents additional services such as obtaining money orders (\$50 per court), paid certified records if agreeable to court staff, and stamps for mailing of the applications. All services set forth in this Section shall be rendered free of charge to all interested people.
- iv. For each Event, G.U.N.S. shall keep the following records and produce the same upon request from the City:
- a. The total number of applications filed by G.U.N.S. is separated by City of Muskegon residents versus non-residents.
 - b. The total number of applications granted separated by City of Muskegon residents versus non-residents.
 - c. The total number of applications denied is separated by City of Muskegon residents versus non-residents.
 - d. The total number of participants at each event, whether or not an application is filed.
 - e. The expenses of each Event.
- v. G.U.N.S. shall advise the City of the date, time, and location of each Event at least 60 days prior to the Event.
- vi. G.U.N.S. represents and warrants that all professionals providing services at the Events shall be properly licensed and adhere to the professional standards recognized by Michigan law and that all non-professionals have the requisite knowledge and experience to provide the services described in this Section. G.U.N.S. further agrees that City of Muskegon residents filing applications to set aside a conviction through any of the respective Events is designated as a third-party beneficiary to this Agreement—G.U.N.S. agrees to pursue all applications to set aside a conviction through the hearing and final disposition of the application regardless of when such hearing is scheduled by the Courts.

- vii. G.U.N.S. shall contract for, carry out, and be responsible for all obligations of the Events including but not limited to the location, suppliers, expenses, volunteers, and advertising except as specifically excluded in this Agreement. G.U.N.S. shall comply with all the laws of the United States and the State of Michigan, all local ordinances of municipal authorities, and will obtain and pay all necessary permits and licenses applicable to each and will not suffer to be done anything during the term of this agreement or by product of an Event in violation of any such laws, ordinances, rules or requirements.

- 3. Hold Harmless: G.U.N.S. shall indemnify, defend and save the City harmless from and against any and all claims, actions, damages, liability, attorney fees, and expense in connection with the Events or as otherwise occurring as a result of the Events.

- 4. Assignment: G.U.N.S. shall not assign its rights or obligations hereunder without the written consent of the City.

- 5. Termination: Either party may cancel this Agreement by giving to the other written notice at least forty-five (45) days in advance of any scheduled Event, if any.

- 6. Personal Guarantee: Janet Robinson, agent of G.U.N.S., agrees to personally guarantee G.U.N.S.'s obligations under this Agreement. Janet Robinson and G.U.N.S. shall be jointly and severally liable for any breach of this Agreement.

- 7. Authority: The parties represent and warrant that the undersigned representatives have the authority to enter into this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties, by their duly authorized officers have executed this agreement.

CITY OF MUSKEGON PLANNING DEPARTMENT:

By: Mike Franzak
Its: Director
Date: _____

G.U.N.S.

Janet M Robinson
By: Janet Robinson
Its: _____
Date: 05/28/2026

Janet Robinson (as to Section 6, personally)

Date: _____



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Purchase of Dura Patch Machine							
Submitted by: Dawson Romanosky, DPW Equipment Supervisor	Department: Public Works							
Brief Summary: Staff requests approval to purchase a new Dura Patch machine from Alta Equipment for \$100,604.50.								
Detailed Summary & Background: The DPW staff uses a Dura Patch machine for repairing roads. Of the various pieces of equipment used by crews for road repair, this machine is the most used due to its ability to work in colder temperatures compared to other forms of road repair like crack sealing and hot asphalt patching. The City's current Dura Patch machine has been used heavily for 13 years. As the machine has aged, it has needed costly repairs and has become unreliable. When this machine fails, it can disable work crews for several days and throw a wrench into scheduling for our highway department. A new machine will allow us to schedule confidently and work more efficiently. Alta Equipment Company in Grand Rapids is a certified MiDeal vendor. MiDeal is a statewide competitive bid program that meets the City's purchasing policy and allows municipalities to use state-awarded contracting for equipment purchasing or rentals.								
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: \$101,604.50	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Fund(s) or Account(s): 661-563-977 (Equipment Fund)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Recommended Motion: Move to authorize staff to purchase a new Dura Patch machine from Alta Equipment in the amount of \$100,604.50.								
Approvals: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 20%;"><input type="checkbox"/></td> </tr> </table>	Immediate Division Head	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Name the Policy/Ordinance Followed: Purchasing Policy				
Immediate Division Head	<input checked="" type="checkbox"/>	<input type="checkbox"/>						

Information Technology			
Other Division Heads			
Communication			
Legal Review			



City of Muskegon
7700 E Apple Avenue
Muskegon, MI 49442

June 2, 2026



Dawson:

Alta Equipment is quoting you for your favorable review of a new Cimline DuraPatcher P2 trailer-based spray injection pothole patcher with the 12-volt nozzle heater option. This unit is quoted through Alta Equipment's MiDEAL contract number 240000000159 with the following standard and optional features, including:

New Cimline DuraPatcher P2 Trailer Mounted Patcher

STANDARD FEATURES:

- 250-gallon emulsion capacity
- Dual leaf spring axles w/ electric brakes
- 2 x 1500W electric blankets for overnight heating
- Gravity fed aggregate from tow vehicle to hopper
- 450 CFM @ 1500 rpm blower w/ Vent-Flo nozzle
- Dual heated blankets w/ thermostat control
- Stress free trifold boom for 18-ft working radius
- White/Amber LED light bar w/ amber strobe
- Large, external temperature gauge
- 74 hp John Deere Tier IV Final engine (No DEF)
- 18-gallon diesel tank capacity
- 15-gallon pressurized clean out tank capacity
- 2" x 6" x ¼" tube frame, high visibility orange
- One Year Standard Machine Warranty
- Two Year Standard Engine Warranty
- 5 Year Product Replacement Warranty on Certain Components

OPTIONS:

- Amber and white strobes
- Amber beacon
- 12v nozzle heater



DuraPatcher P2 Trailer Based Spray Injection Patcher	\$ 99,571.50
12 Volt Nozzle Heater	\$ 783.00
Total List Price DuraPatcher P2 with Options	\$ 100,354.50
<u>Delivery Fee (Per MiDEAL Prosperity Region Map)</u>	<u>\$ 250.00</u>

Total MiDEAL Price \$ 100,604.50

Thank you for the opportunity to take care of your equipment needs and feel free to contact me any time should you have any questions.

Sincerely,

Jack LaForge
Account Manager
Alta Equipment Company®
Mobile: 616-551-8421
Office: 616-878-7450
Jack.Laforge@altg.com
www.altg.com





Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: 4th Quarter Reforecast FY 2025-26						
Submitted by: Kenneth Grant, Finance Director	Department: Finance						
Brief Summary: AT this time, staff is seeking approval of the 4th Quarter budget reforecast for the 25/26 fiscal year.							
Detailed Summary & Background: The attached spreadsheet highlights the 4th Quarter Reforecast Requests for Commission approval. Overall, the revenues for the General Fund went up from the last quarter by \$227,395 Some notable changes to General Fund Revenues are: <ul style="list-style-type: none"> • Income Tax Revenues up by \$450,000 • State Grants down by \$400,000 • Parking Revenue down by \$300,000 • Business Licenses up by \$35,000 • Property Taxes up by \$60,000 • Transfer from other funds up by \$168,361 Overall, the expenditures for the General Fund went up \$2,100,433 Some notable changes to the General Fund expenditures <ul style="list-style-type: none"> • Recognizable debt to the BRA Brownfield is \$1,551,649 included in GL # 101-999-995-200000 • City Attorney Dept expenditures are up by \$185,100 							
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:	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"></td> <td style="width: 25%;">No</td> <td style="width: 10%;"></td> <td style="width: 20%;">N/A</td> <td style="width: 10%;"></td> </tr> </table>	Yes		No		N/A	
Yes		No		N/A			
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;">x</td> <td style="width: 25%;">No</td> <td style="width: 10%;"></td> <td style="width: 20%;">N/A</td> <td style="width: 10%;"></td> </tr> </table>	Yes	x	No		N/A	
Yes	x	No		N/A			
Recommended Motion: Motion to approve the 4th Quarter fiscal year 2025-26 budget reforecast as presented by staff.							

Approvals:

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

Name the Policy/Ordinance Followed:

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Fund: 101 GENERAL					
101-000-402	PROPERTY TAX	6,749,754.45	7,600,000.00	7,660,000.00	60,000.00
101-000-432	IN LIEU OF TAX		197,000.00	197,000.00	0.00
101-000-436	PROPERTY TAX SANITATION	2,012,707.03	2,250,000.00	2,250,000.00	0.00
101-000-437	IFT/CFT TAX	137,491.44	253,000.00	137,491.00	(115,509.00)
101-000-438	INCOME TAX	13,349,029.31	13,500,000.00	13,950,000.00	450,000.00
101-000-439	MARIJUANA TAX	541,155.80	675,000.00	541,156.00	(133,844.00)
101-000-451	SPECIAL ASSESSMENTS	135,118.31	188,700.00	166,841.00	(21,859.00)
101-000-476-004202	BUSINESS LICENSES & PERMITS	76,965.00	42,000.00	77,000.00	35,000.00
101-000-476-004217	SHORT TERM RENTALS	124,500.00	105,810.00	130,000.00	24,190.00
101-000-477	CABLE TV LICENSES OR FEES	176,484.03	234,000.00	234,000.00	0.00
101-000-478	LIQUOR LICENSES & TAX REBATE	61,442.25	66,000.00	66,000.00	0.00
101-000-480-004207	CEMETERY-BURIAL PERMITS	52,470.00	65,000.00	65,000.00	0.00
101-000-480-004649	CEMETERY-MISC. INCOME	17,041.15	25,000.00	25,000.00	0.00
101-000-480-004657	COLUMBARIUM NICHE	2,696.50	2,000.00	3,000.00	1,000.00
101-000-481	BUILDING PERMITS	1,251,431.26	1,350,000.00	1,350,000.00	0.00
101-000-482	ELECTRICAL PERMITS	214,439.75	220,000.00	220,000.00	0.00
101-000-483	PLUMBING PERMITS	259,688.75	250,000.00	270,000.00	20,000.00
101-000-484	HEATING PERMITS	160,307.34	161,000.00	164,000.00	3,000.00
101-000-485	DEVELOPMENT PERMIT FEE	5,160.00	4,000.00	5,100.00	1,100.00
101-000-486	RENTAL PROPERTY REGISTRATION	430,670.00	410,000.00	440,000.00	30,000.00
101-000-487	TEMPORARY LIQUOR LICENSE	3,340.00	5,000.00	5,000.00	0.00
101-000-488	MARIJUANA FACILITIES LICENSE	110,000.00	150,000.00	150,000.00	0.00
101-000-495	VACANT BUILDING FEE	(600.00)	10,000.00	0.00	(10,000.00)
101-000-502	FEDERAL GRANTS	400,887.46	418,089.00	418,089.00	0.00
101-000-540	STATE GRANTS	152,838.56	600,000.00	200,000.00	(400,000.00)
101-000-542	STATE REPLACEMENT REV FOR PPT	796,801.73	840,000.00	796,802.00	(43,198.00)
101-000-549	STATE CVTRS/EVIP PAYMENTS	949,681.00	1,510,000.00	1,510,000.00	0.00
101-000-569	STATE GRANTS OTHER	365,868.79	24,000.00	370,000.00	346,000.00
101-000-574	STATE SALES TAX CONSTITUTIONAL	2,611,068.00	3,925,000.00	3,925,000.00	0.00
101-000-603	CITY SERVICE FOR ENTERPRISE FUNDS	479,522.60	575,427.00	575,427.00	0.00
101-000-604	TAX COLLECTION FEE	456,679.70	485,000.00	500,000.00	15,000.00
101-000-606-004604	GARBAGE COLLECTION	88,837.81	95,000.00	95,000.00	0.00
101-000-607-004759	STORM WATER FEES	20,000.00	19,000.00	20,000.00	1,000.00
101-000-608	COURT FEES	40,852.42	65,000.00	65,000.00	0.00
101-000-614-004617	REIMBURSEMENT INCOME	410.00	6,500.00	6,500.00	0.00
101-000-615-004615	POLICE DEPARTMENT INCOME	64,032.59	87,500.00	87,500.00	0.00
101-000-615-004648	FALSE ALARM FEES/POLICE	5,925.00	6,500.00	6,500.00	0.00
101-000-615-004806	BIKE/PROPERTY AUCTIONS-POLICE	12,949.97	1,000.00	13,000.00	12,000.00
101-000-616	FIRE PROTECTION-STATE PROP	96,892.51	97,000.00	97,000.00	0.00
101-000-617	ZONING & ENCROACHMENT FEES	11,380.00	35,000.00	12,000.00	(23,000.00)
101-000-618-004622	MISC. CLERK FEES	29,397.42	3,000.00	33,000.00	30,000.00
101-000-618-004634	PASSPORTS	53,695.00	80,000.00	67,000.00	(13,000.00)
101-000-620-004619	MISC. SALES AND SERVICES	39,145.33	20,000.00	40,000.00	20,000.00
101-000-620-004660	MISC RECREATION INCOME	12,152.06	34,000.00	34,000.00	0.00
101-000-626-004631	REIMBURSEMENT SCHOOL OFFICER	92,486.60	81,000.00	94,000.00	13,000.00
101-000-626-004659	CODE ENFORCEMENT LABOR	58,023.00	45,000.00	62,000.00	17,000.00
101-000-629	REIMBURSEMENT ELECTIONS	5,118.24	5,200.00	5,200.00	0.00
101-000-630	INDIRECT COST ALLOCATION	1,763,945.70	2,116,735.00	2,116,735.00	0.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
101-000-631	PROCUREMENT CARD REBATE	61,032.69	70,000.00	70,000.00	0.00
101-000-633	SPECIAL EVENTS REIMBURSEMENT	57,485.16	70,000.00	70,000.00	0.00
101-000-634	CEMETERY SALE OF LOTS	29,763.13	30,000.00	30,000.00	0.00
101-000-640	TAX ABATEMENT APPLICATION FEES	11,022.00	8,500.00	11,500.00	3,000.00
101-000-642-004654	FIRE RESPONSE FEE	2,120.00	2,500.00	2,500.00	0.00
101-000-643-004625	MISC. TREAS. FEES	19,488.69	60,000.00	60,000.00	0.00
101-000-643-004818	RECOVERY OF BAD DEBT	(761.26)			0.00
101-000-645	FISHERMANS LANDING REIMBURSEMENT	33,853.75	26,000.00	33,854.00	7,854.00
101-000-647-004635	START UP CHARGE/REFUSE	6,500.00	7,000.00	7,000.00	0.00
101-000-647-004636	REFUSE BAG & BULK SALES	41,706.00	40,000.00	43,000.00	3,000.00
101-000-647-004638	MISC. SALES CHARGE/REFUSE	525,569.30	543,000.00	543,000.00	0.00
101-000-651	ADMINISTRATION FEES	280,200.80	336,241.00	336,241.00	0.00
101-000-652-004655	PAID PARKING - BEACH	699,800.00	1,300,000.00	1,000,000.00	(300,000.00)
101-000-656	TRAFFIC FINES & FEES	320,895.65	350,000.00	350,000.00	0.00
101-000-657-004202	DELINQUENT FEES	3,200.00	5,000.00	5,000.00	0.00
101-000-657-004702	DELINQUENT FEES	30,214.61	23,000.00	23,000.00	0.00
101-000-657-004704	PENALTIES/INTEREST/FINES	21,819.05	20,000.00	20,000.00	0.00
101-000-657-004706	LATE FEE ON INVOICES OVER 45 DAYS		2,000.00	2,000.00	0.00
101-000-657-004708	LATE FEE ON RENTAL REGISTRATION	13,585.00	35,000.00	35,000.00	0.00
101-000-657-004751	CIVIL INFRACTIONS	13,045.00	20,000.00	20,000.00	0.00
101-000-657-004802	REIMB:DEMOS AND BOARD-UPS	3,919.00	10,000.00	10,000.00	0.00
101-000-657-004803	CDBG PROGRAM REIMBURSEMENTS	200,000.00	200,000.00	200,000.00	0.00
101-000-659-004656	SITE PLAN REVIEW	5,150.00	9,000.00	9,000.00	0.00
101-000-659-004658	IMPOUND FEES	22,372.45	30,000.00	30,000.00	0.00
101-000-659-004679	CODE ENFORCEMENT ADMIN	24,130.00	30,000.00	30,000.00	0.00
101-000-665-004701	INCOME TAX-PENALTY & INTEREST	249,687.29	275,000.00	275,000.00	0.00
101-000-665-004703	INTEREST/LATE INVOICES	13.03			0.00
101-000-665-004970	INTEREST INCOME	500,967.04	900,000.00	900,000.00	0.00
101-000-667-004669	PARK RENTALS	68,456.11	65,000.00	70,000.00	5,000.00
101-000-667-004670	PICNIC SHELTER	170.00	3,000.00	3,000.00	0.00
101-000-667-004671	MCGRAFT PARK	125,403.63	126,000.00	126,000.00	0.00
101-000-667-004673	RENTAL - CENTRAL DISPATCH	465,637.08	465,100.00	466,700.00	1,600.00
101-000-667-004674	RENTAL - CITY HALL	59,670.00	59,000.00	60,000.00	1,000.00
101-000-669	GAIN ON INVESTMENT	102,273.61	200,000.00	200,000.00	0.00
101-000-671	LAND LEASE BILLBOARDS	4,000.00	12,000.00	12,000.00	0.00
101-000-674-004805	CONTRIBUTIONS	43,754.11	55,000.00	55,000.00	0.00
101-000-674-004821	CONTRIBUTIONS/GRANTS	32,513.00	15,800.00	33,000.00	17,200.00
101-000-674-004825	CONTRIBUTIONS - VETERAN'S PARK MAINT	13,876.78	50,000.00	50,000.00	0.00
101-000-674-004828	DONATION - POLICE DEPT	3,271.79	3,500.00	3,500.00	0.00
101-000-675	COMMUNITY FOUNDATION GRANT - MCGRAFT PAR	13,531.98	11,500.00	14,000.00	2,500.00
101-000-681	DOWNTOWN SOCIAL DISTRICT	1,680.00	2,800.00	2,800.00	0.00
101-000-683-004820	MARIJUANA CONTRIBUTIONS	100.00	1,000.00	1,000.00	0.00
101-000-684-004800	MISC. & SUNDRY	161,669.99	200,000.00	200,000.00	0.00
101-000-692-004661	LEASE GREAT LAKES NAVAL MEMORIAL		10,000.00	10,000.00	0.00
101-000-699-200000	OP. TRANS FROM SPECIAL REVENUE		274,634.00	442,995.00	168,361.00
101-000-699-300000	OP. TRANS FROM DEBT SERVICE	41,666.70	180,000.00	180,000.00	0.00
101-000-699-800000	OPERATING TRANSFERS IN PERPETUAL FUND	440,440.00	440,440.00	440,440.00	0.00
Total Department :		39,234,777.02	45,515,476.00	45,742,871.00	227,395.00
CITY COMMISSION					
	5100 SALARIES & BENEFITS	89,087.10	88,156.00	88,156.00	0.00
	5300 CONTRACTUAL SERVICES	24,967.57	33,180.00	30,025.00	(3,155.00)

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
5200	SUPPLIES	21,609.18	19,190.00	21,755.00	2,565.00
5400	OTHER EXPENSES	8,753.44	8,000.00	9,266.00	1,266.00
5700	CAPITAL OUTLAYS	1,827.70	5,100.00	3,500.00	(1,600.00)
Total Department CITY COMMISSION: CITY PROMOTIONS & PUBLIC RELATIONS		(146,244.99)	(153,626.00)	(152,702.00)	924.00
5300	CONTRACTUAL SERVICES	77,708.59	85,073.00	85,073.00	0.00
5200	SUPPLIES	14,036.08	13,900.00	13,900.00	0.00
5400	OTHER EXPENSES	1,741.71	2,500.00	2,500.00	0.00
Total Department CITY PROMOTIONS & PUBLIC RELATIONS: MANAGERS OFFICE		(93,486.38)	(101,473.00)	(101,473.00)	0.00
5100	SALARIES & BENEFITS	720,906.52	779,433.00	779,433.00	0.00
5300	CONTRACTUAL SERVICES	111,119.32	91,025.00	114,070.00	23,045.00
5200	SUPPLIES	12,265.39	11,430.00	12,190.00	760.00
5400	OTHER EXPENSES	16,991.10	22,190.00	16,350.00	(5,840.00)
5700	CAPITAL OUTLAYS	8,901.89	18,300.00	11,002.00	(7,298.00)
Total Department MANAGERS OFFICE: FINANCE ADMINISTRATION		(870,184.22)	(922,378.00)	(933,045.00)	(10,667.00)
5100	SALARIES & BENEFITS	691,918.84	810,508.00	810,508.00	0.00
5300	CONTRACTUAL SERVICES	84,631.43	99,400.00	99,400.00	0.00
5200	SUPPLIES	2,331.21	4,000.00	4,000.00	0.00
5400	OTHER EXPENSES	1,277.57	2,650.00	2,650.00	0.00
5700	CAPITAL OUTLAYS	8,855.61	22,500.00	22,500.00	0.00
Total Department FINANCE ADMINISTRATION: PENSION ADMINISTRATION		(789,014.66)	(939,058.00)	(939,058.00)	0.00
5100	SALARIES & BENEFITS	4,143,481.81	4,522,748.00	4,522,748.00	0.00
Total Department PENSION ADMINISTRATION: INCOME TAX		(4,143,481.81)	(4,522,748.00)	(4,522,748.00)	0.00
5100	SALARIES & BENEFITS	393,321.40	425,389.00	425,389.00	0.00
5300	CONTRACTUAL SERVICES	135,073.57	161,483.00	162,590.00	1,107.00
5200	SUPPLIES	21,486.10	19,500.00	24,500.00	5,000.00
5400	OTHER EXPENSES	409.95	2,500.00	700.00	(1,800.00)
5700	CAPITAL OUTLAYS	1,994.34	1,000.00	2,000.00	1,000.00
Total Department INCOME TAX: CITY CLERK		(552,285.36)	(609,872.00)	(615,179.00)	(5,307.00)
CITY CLERK					
5100	SALARIES & BENEFITS	632,186.30	595,279.00	643,279.00	48,000.00
5300	CONTRACTUAL SERVICES	77,563.13	100,953.00	89,613.00	(11,340.00)
5200	SUPPLIES	79,483.63	88,900.00	88,592.00	(308.00)
5400	OTHER EXPENSES	7,553.66	8,900.00	8,910.00	10.00
5700	CAPITAL OUTLAYS	7,695.20	6,050.00	8,095.00	2,045.00
Total Department CITY CLERK: INFORMATION SYSTEMS ADMINISTRATION		(804,481.92)	(800,082.00)	(838,489.00)	(38,407.00)
5100	SALARIES & BENEFITS	537,424.72	610,248.00	610,248.00	0.00
5300	CONTRACTUAL SERVICES	151,249.63	157,270.00	163,775.00	6,505.00
5200	SUPPLIES	26.99	2,250.00	500.00	(1,750.00)
5400	OTHER EXPENSES	151.16	15,600.00	500.00	(15,100.00)
5700	CAPITAL OUTLAYS	165,397.62	141,200.00	172,100.00	30,900.00
Total Department INFORMATION SYSTEMS ADMINISTRATION: CONTRIBUTIONS		(854,250.12)	(926,568.00)	(947,123.00)	(20,555.00)

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Total Department CONTRIBUTIONS: CITY TREASURER	5300 CONTRACTUAL SERVICES	330,461.17	358,936.00	358,936.00	0.00
		(330,461.17)	(358,936.00)	(358,936.00)	0.00
	5100 SALARIES & BENEFITS	473,885.63	576,859.00	576,859.00	0.00
	5300 CONTRACTUAL SERVICES	56,268.32	84,458.00	84,458.00	0.00
	5200 SUPPLIES	106,165.45	147,750.00	147,750.00	0.00
	5400 OTHER EXPENSES	2,151.21	3,500.00	3,500.00	0.00
	5700 CAPITAL OUTLAYS	2,141.81	4,900.00	4,900.00	0.00
Total Department CITY TREASURER: CITY ASSESSOR		(640,612.42)	(817,467.00)	(817,467.00)	0.00
	5100 SALARIES & BENEFITS	2,913.97	3,000.00	3,000.00	0.00
	5300 CONTRACTUAL SERVICES	336,057.94	448,000.00	448,000.00	0.00
	5400 OTHER EXPENSES	455.37			
Total Department CITY ASSESSOR: CITY HALL MAINTENANCE		(339,427.28)	(451,000.00)	(451,000.00)	0.00
	5100 SALARIES & BENEFITS	197,692.55	213,021.00	213,021.00	0.00
	5300 CONTRACTUAL SERVICES	240,242.72	271,128.00	286,128.00	15,000.00
	5200 SUPPLIES	15,063.90	28,600.00	28,600.00	0.00
	5700 CAPITAL OUTLAYS	28,233.75	20,000.00	20,139.00	139.00
Total Department CITY HALL MAINTENANCE: CITY ATTORNEY		(481,232.92)	(532,749.00)	(547,888.00)	(15,139.00)
	5300 CONTRACTUAL SERVICES	583,977.23	450,000.00	635,100.00	185,100.00
	5200 SUPPLIES	1,126.00			0.00
Total Department CITY ATTORNEY: CIVIL SERVICE		(585,103.23)	(450,000.00)	(635,100.00)	(185,100.00)
	5100 SALARIES & BENEFITS	93,279.07	101,335.00	101,335.00	0.00
	5300 CONTRACTUAL SERVICES	202,293.22	224,703.00	224,703.00	0.00
	5200 SUPPLIES	1,457.74	2,750.00	2,750.00	0.00
	5400 OTHER EXPENSES	17,729.62	51,600.00	51,600.00	0.00
Total Department CIVIL SERVICE: INSURANCE SERVICES		(314,759.65)	(380,388.00)	(380,388.00)	0.00
	5300 CONTRACTUAL SERVICES	444,535.10	411,229.00	444,535.00	33,306.00
Total Department INSURANCE SERVICES: POLICE DEPARTMENT		(444,535.10)	(411,229.00)	(444,535.00)	(33,306.00)
	5100 SALARIES & BENEFITS	10,545,521.85	12,161,900.00	12,161,900.00	0.00
	5300 CONTRACTUAL SERVICES	1,379,978.86	1,400,019.00	1,400,019.00	0.00
	5200 SUPPLIES	121,557.67	115,400.00	115,400.00	0.00
	5400 OTHER EXPENSES	91,534.24	115,317.00	115,317.00	0.00
	5700 CAPITAL OUTLAYS	46,268.18	35,730.00	35,730.00	0.00
Total Department POLICE DEPARTMENT: FIRE DEPARTMENT		(12,184,860.80)	(13,828,366.00)	(13,828,366.00)	0.00
	5100 SALARIES & BENEFITS	4,321,939.21	4,602,127.00	4,602,127.00	0.00
	5300 CONTRACTUAL SERVICES	292,550.28	241,902.00	241,902.00	0.00
	5200 SUPPLIES	203,120.35	184,213.00	184,213.00	0.00
	5400 OTHER EXPENSES	14,001.88	32,050.00	32,050.00	0.00
	5900 OTHER FINANCING USES	304,471.76	461,718.00	461,718.00	0.00
	5700 CAPITAL OUTLAYS	13,125.49	37,328.00	37,328.00	0.00
Total Department FIRE DEPARTMENT: NEW CENTRAL FIRE STATION		(5,149,208.97)	(5,559,338.00)	(5,559,338.00)	0.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
	5300 CONTRACTUAL SERVICES	133,201.78	111,842.00	146,500.00	34,658.00
Total Department NEW CENTRAL FIRE STATION:		(133,201.78)	(111,842.00)	(146,500.00)	(34,658.00)
BUILDING INSPECTIONS					
	5300 CONTRACTUAL SERVICES	2,337,065.48	2,028,655.00	2,389,874.00	361,219.00
	5200 SUPPLIES	434.85			
	5700 CAPITAL OUTLAYS	700.00			0.00
Total Department BUILDING INSPECTIONS:		(2,338,200.33)	(2,028,655.00)	(2,389,874.00)	(361,219.00)
COMMUNITY EVENT SUPPORT/DOWNTOWN BID					
	5100 SALARIES & BENEFITS	36,319.64	39,093.00	39,093.00	0.00
	5300 CONTRACTUAL SERVICES	39,823.64	51,390.00	51,390.00	0.00
	5200 SUPPLIES	117.87			0.00
Total Department COMMUNITY EVENT SUPPORT/DOWNTOWN BID:		(76,261.15)	(90,483.00)	(90,483.00)	0.00
STREET LIGHTING					
	5300 CONTRACTUAL SERVICES	315,383.40	370,000.00	370,000.00	0.00
Total Department STREET LIGHTING:		(315,383.40)	(370,000.00)	(370,000.00)	0.00
SANITATION					
	5100 SALARIES & BENEFITS	37,953.24	35,970.00	35,970.00	0.00
	5300 CONTRACTUAL SERVICES	2,160,727.23	2,804,531.00	2,759,531.00	(45,000.00)
	5200 SUPPLIES	12,449.31	15,000.00	15,000.00	0.00
Total Department SANITATION:		(2,211,129.78)	(2,855,501.00)	(2,810,501.00)	45,000.00
STORM WATER MANAGEMENT					
	5300 CONTRACTUAL SERVICES	23,885.54	23,750.00	24,000.00	250.00
Total Department STORM WATER MANAGEMENT:		(23,885.54)	(23,750.00)	(24,000.00)	(250.00)
CEMETERIES					
	5100 SALARIES & BENEFITS	105,676.38	176,067.00	176,067.00	0.00
	5300 CONTRACTUAL SERVICES	347,751.84	406,559.00	405,559.00	(1,000.00)
	5200 SUPPLIES	19,581.01	20,967.00	19,967.00	(1,000.00)
	5400 OTHER EXPENSES	867.88	500.00	868.00	368.00
	5700 CAPITAL OUTLAYS	3,099.27	524.00	3,099.00	2,575.00
Total Department CEMETERIES:		(476,976.38)	(604,617.00)	(605,560.00)	(943.00)
PLANNING					
	5100 SALARIES & BENEFITS	732,902.19	829,663.00	829,663.00	0.00
	5300 CONTRACTUAL SERVICES	217,973.73	250,826.00	250,826.00	0.00
	5200 SUPPLIES	12,395.13	21,500.00	21,500.00	0.00
	5400 OTHER EXPENSES	21,885.16	21,000.00	21,000.00	0.00
	5700 CAPITAL OUTLAYS	5,669.59	14,500.00	14,500.00	0.00
	MISC. & SUNDRY	(56.35)			0.00
Total Department PLANNING:		(990,882.15)	(1,137,489.00)	(1,137,489.00)	0.00
RECREATION					
	5100 SALARIES & BENEFITS	251,997.50	260,711.00	260,711.00	0.00
	5300 CONTRACTUAL SERVICES	97,605.21	90,836.00	111,936.00	21,100.00
	5200 SUPPLIES	29,306.24	29,000.00	30,800.00	1,800.00
	5400 OTHER EXPENSES	2,580.33	1,582.00	2,580.00	998.00
	5700 CAPITAL OUTLAYS	6,494.99	5,600.00	6,495.00	895.00
Total Department RECREATION:		(387,984.27)	(387,729.00)	(412,522.00)	(24,793.00)
MC GRAFT PARK					
	5100 SALARIES & BENEFITS	39,937.06	40,000.00	40,000.00	0.00
	5300 CONTRACTUAL SERVICES	81,829.93	89,515.00	94,512.00	4,997.00
	5200 SUPPLIES	3,260.08	9,200.00	4,275.00	(4,925.00)
	5700 CAPITAL OUTLAYS	297.50		300.00	0.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Total Department MC GRAFT PARK: PARKS MAINTENANCE		(125,324.57)	(138,715.00)	(139,087.00)	(372.00)
5100	SALARIES & BENEFITS	1,017,576.72	1,061,340.00	1,061,340.00	0.00
5300	CONTRACTUAL SERVICES	1,459,688.08	1,594,476.00	1,617,378.00	22,902.00
5200	SUPPLIES	144,713.95	173,179.00	166,947.00	(6,232.00)
5400	OTHER EXPENSES	3,356.27	3,000.00	3,356.00	356.00
5700	CAPITAL OUTLAYS	24,708.97	21,500.00	27,300.00	5,800.00
Total Department PARKS MAINTENANCE:		(2,650,043.99)	(2,853,495.00)	(2,876,321.00)	(22,826.00)
FORESTRY					
5100	SALARIES & BENEFITS	32,595.76	4,957.00	20,384.00	15,427.00
5300	CONTRACTUAL SERVICES	55,147.18	42,285.00	67,687.00	25,402.00
5200	SUPPLIES	6,803.69	5,650.00	5,650.00	0.00
5400	OTHER EXPENSES	1,558.00	1,558.00	1,558.00	0.00
5700	CAPITAL OUTLAYS		1,525.00	1,525.00	0.00
Total Department FORESTRY:		(96,104.63)	(55,975.00)	(96,804.00)	(40,829.00)
PAID BEACH PARKING					
5100	SALARIES & BENEFITS	297,125.65	359,518.00	359,518.00	0.00
5300	CONTRACTUAL SERVICES	160,331.24	91,196.00	182,210.00	91,014.00
5200	SUPPLIES	4,701.68	13,275.00	6,900.00	(6,375.00)
Total Department PAID BEACH PARKING:		(462,158.57)	(463,989.00)	(548,628.00)	(84,639.00)
SOCIAL DISTRICT					
5300	CONTRACTUAL SERVICES	110.00	5,000.00	5,000.00	0.00
Total Department SOCIAL DISTRICT:		(110.00)	(5,000.00)	(5,000.00)	0.00
CAPITAL PROJECTS					
5100	SALARIES & BENEFITS	1,602.87			0.00
5300	CONTRACTUAL SERVICES	440,192.17	337,000.00	252,698.00	(84,302.00)
Total Department CAPITAL PROJECTS:		(441,795.04)	(337,000.00)	(252,698.00)	84,302.00
DEBT SERVICE					
5300	CONTRACTUAL SERVICES	825.00			0.00
5900	OTHER FINANCING USES	1,067,783.84	1,067,123.00	1,067,123.00	0.00
Total Department DEBT SERVICE:		(1,068,608.84)	(1,067,123.00)	(1,067,123.00)	0.00
TRANSFERS TO OTHER FUNDS					
5900	OTHER FINANCING USES	7,000.00	1,007,000.00	2,358,649.00	1,351,649.00
Total Department TRANSFERS TO OTHER FUNDS:		(7,000.00)	(1,007,000.00)	(807,000.00)	200,000.00
Fund 101 - GENERAL:					
TOTAL ESTIMATED REVENUES		39,234,720.67	45,515,476.00	45,742,871.00	227,395.00
TOTAL APPROPRIATIONS		40,528,625.07	45,303,641.00	47,404,074.00	2,100,433.00
NET OF REVENUES & APPROPRIATIONS:		(1,293,904.40)	211,835.00	(1,661,203.00)	(1,873,038.00)
BEG. FUND BALANCE		7,947,473.34	7,947,473.34	7,947,473.34	0.00
END FUND BALANCE		6,653,568.94	8,159,308.34	6,286,270.34	(1,873,038.00)
Fund: 151 CEMETERY TRUST FUND					
151-000-480-004649	CEMETERY-MISC. INCOME	28,368.12			0.00
151-000-665-004970	INTEREST INCOME	3,589.06			0.00
Total Department :		31,957.18	0.00	0.00	0.00
TRANSFERS TO OTHER FUNDS					
5900	OTHER FINANCING USES	440,440.00			0.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Total Department TRANSFERS TO OTHER FUNDS:		(440,440.00)	0.00	0.00	0.00
Fund 151 - CEMETERY TRUST FUND:					
TOTAL ESTIMATED REVENUES		31,957.18	0.00	0.00	0.00
TOTAL APPROPRIATIONS		440,440.00	0.00	0.00	0.00
NET OF REVENUES & APPROPRIATIONS:		(408,482.82)	0.00	0.00	0.00
BEG. FUND BALANCE		2,748,163.39	2,748,163.39	2,748,163.39	0.00
END FUND BALANCE		2,339,680.57	2,748,163.39	2,748,163.39	0.00
Fund: 202 MAJOR STREETS					
202-000-546	STATE RECEIPT MAJORS	4,251,638.05	5,177,958.00	5,177,958.00	0.00
202-000-581	LRP LOCAL ROADS PROGRAM	66,806.20	80,000.00	80,000.00	0.00
202-000-665-004970	INTEREST INCOME	12,829.65	20,000.00	20,000.00	0.00
Total Department :		4,331,273.90	5,277,958.00	5,277,958.00	0.00
ROUTINE MAINTENANCE					
5100	SALARIES & BENEFITS	208,599.77	318,183.00	318,183.00	0.00
5300	CONTRACTUAL SERVICES	458,539.71	407,205.00	496,705.00	89,500.00
5200	SUPPLIES	(6,783.11)	223,500.00	221,565.00	(1,935.00)
5400	OTHER EXPENSES	1,891.33	2,000.00	2,000.00	0.00
5700	CAPITAL OUTLAYS	99,611.53	0.00	100,000.00	100,000.00
Total Department ROUTINE MAINTENANCE:		(761,859.23)	(950,888.00)	(1,138,453.00)	(187,565.00)
WINTER MAINTENANCE					
5100	SALARIES & BENEFITS	172,555.63	156,196.00	156,196.00	0.00
5300	CONTRACTUAL SERVICES	263,052.15	225,500.00	263,572.00	38,072.00
5200	SUPPLIES	305,012.38	301,000.00	306,012.00	5,012.00
Total Department WINTER MAINTENANCE:		(740,620.16)	(682,696.00)	(725,780.00)	(43,084.00)
TRAFFIC SERVICES					
5100	SALARIES & BENEFITS	81,386.69	67,257.00	67,257.00	0.00
5300	CONTRACTUAL SERVICES	99,444.03	94,000.00	103,000.00	9,000.00
5200	SUPPLIES	31,333.36	52,500.00	52,500.00	0.00
5400	OTHER EXPENSES	939.88	0.00	940.00	940.00
Total Department TRAFFIC SERVICES:		(213,103.96)	(213,757.00)	(223,697.00)	(9,940.00)
DRAINAGE MAINTENANCE					
5100	SALARIES & BENEFITS	26,990.15	16,507.00	16,507.00	0.00
5300	CONTRACTUAL SERVICES	23,691.14	20,500.00	30,500.00	10,000.00
5200	SUPPLIES	23,590.39	23,000.00	29,500.00	6,500.00
Total Department DRAINAGE MAINTENANCE:		(74,271.68)	(60,007.00)	(76,507.00)	(16,500.00)
ADMINISTRATION & RECORDKEEPING					
5300	CONTRACTUAL SERVICES	593,035.00	711,642.00	711,642.00	0.00
Total Department ADMINISTRATION & RECORDKEEPING:		(593,035.00)	(711,642.00)	(711,642.00)	0.00
LEAVES & BENEFITS					
5100	SALARIES & BENEFITS	377,015.54	339,985.00	339,985.00	0.00
5300	CONTRACTUAL SERVICES	2,880.38	3,000.00	3,300.00	300.00
Total Department LEAVES & BENEFITS:		(379,895.92)	(342,985.00)	(343,285.00)	(300.00)
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	3,069,297.16	5,069,976.00	4,523,830.09	(546,145.91)
Total Department CAPITAL PROJECTS:		(3,069,297.16)	(5,069,976.00)	(4,523,830.09)	546,145.91
TRANSFERS TO OTHER FUNDS					
5900	OTHER FINANCING USES		490,000.00	490,000.00	0.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Total Department TRANSFERS TO OTHER FUNDS:		0.00	(490,000.00)	(490,000.00)	0.00
Fund 202 - MAJOR STREETS:					
TOTAL ESTIMATED REVENUES		4,331,273.90	5,277,958.00	5,277,958.00	0.00
TOTAL APPROPRIATIONS		5,832,083.11	8,521,951.00	8,233,194.09	(288,756.91)
NET OF REVENUES & APPROPRIATIONS:		(1,500,809.21)	(3,243,993.00)	(2,955,236.09)	288,756.91
BEG. FUND BALANCE		4,966,146.77	4,966,146.77	4,966,146.77	0.00
END FUND BALANCE		3,465,337.56	1,722,153.77	2,010,910.68	288,756.91
Fund: 203 LOCAL STREETS					
203-000-492	TELECOM FRANCHISE FEES	216,414.28	175,000.00	175,000.00	0.00
203-000-553	STATE RECEIPT LOCAL	1,144,273.87	1,424,255.00	1,424,255.00	0.00
203-000-581	LRP LOCAL ROADS PROGRAM	18,355.80	20,000.00	20,000.00	0.00
203-000-657-004802	REIMB:SERVICES RENDERED	7,473.50			0.00
203-000-665-004970	INTEREST INCOME	1,668.86			0.00
203-000-684-004800	MISC. & SUNDRY	3,455.60			0.00
203-000-699-200000	OP. TRANS FROM SPECIAL REVENUE		490,000.00	490,000.00	0.00
Total Department :		1,391,641.91	2,109,255.00	2,109,255.00	0.00
ROUTINE MAINTENANCE					
5100	SALARIES & BENEFITS	307,885.48	407,259.00	407,259.00	0.00
5300	CONTRACTUAL SERVICES	356,052.09	307,984.00	379,389.00	71,405.00
5200	SUPPLIES	70,114.08	117,100.00	114,100.00	(3,000.00)
5400	OTHER EXPENSES	359.00	1,000.00	1,000.00	0.00
5700	CAPITAL OUTLAYS	74,098.90	75,000.00	75,000.00	0.00
Total Department ROUTINE MAINTENANCE:		(808,509.55)	(908,343.00)	(976,748.00)	(68,405.00)
WINTER MAINTENANCE					
5100	SALARIES & BENEFITS	172,915.66	117,167.00	117,167.00	0.00
5300	CONTRACTUAL SERVICES	278,323.27	260,000.00	278,222.00	18,222.00
5200	SUPPLIES	58,342.00	40,000.00	58,342.00	18,342.00
Total Department WINTER MAINTENANCE:		(509,580.93)	(417,167.00)	(453,731.00)	(36,564.00)
TRAFFIC SERVICES					
5100	SALARIES & BENEFITS	685.31	4,941.00	4,941.00	0.00
5300	CONTRACTUAL SERVICES	1,485.18	1,500.00	2,832.00	1,332.00
5200	SUPPLIES	241.67	2,000.00	1,558.00	(442.00)
Total Department TRAFFIC SERVICES:		(2,412.16)	(8,441.00)	(9,331.00)	(890.00)
DRAINAGE MAINTENANCE					
5100	SALARIES & BENEFITS	70,070.13	54,766.00	54,766.00	0.00
5300	CONTRACTUAL SERVICES	81,986.08	63,000.00	78,000.00	15,000.00
5200	SUPPLIES	20,345.62	20,500.00	20,500.00	0.00
Total Department DRAINAGE MAINTENANCE:		(172,401.83)	(138,266.00)	(153,266.00)	(15,000.00)
ADMINISTRATION & RECORDKEEPING					
5300	CONTRACTUAL SERVICES	349,540.80	419,449.00	419,449.00	0.00
Total Department ADMINISTRATION & RECORDKEEPING:		(349,540.80)	(419,449.00)	(419,449.00)	0.00
LEAVES & BENEFITS					
5100	SALARIES & BENEFITS	353,328.62	318,426.00	318,426.00	0.00
5300	CONTRACTUAL SERVICES	2,490.90	2,500.00	3,100.00	600.00
Total Department LEAVES & BENEFITS:		(355,819.52)	(320,926.00)	(321,526.00)	(600.00)
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	7,041.66	50,000.00	7,041.00	(42,959.00)

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Total Department CAPITAL PROJECTS:		(7,041.66)	(50,000.00)	(7,041.00)	42,959.00
Fund 203 - LOCAL STREETS:					
TOTAL ESTIMATED REVENUES		1,391,641.91	2,109,255.00	2,109,255.00	0.00
TOTAL APPROPRIATIONS		2,205,306.45	2,262,592.00	2,341,092.00	78,500.00
NET OF REVENUES & APPROPRIATIONS:		(813,664.54)	(153,337.00)	(231,837.00)	(78,500.00)
BEG. FUND BALANCE		986,299.74	986,299.74	986,299.74	0.00
END FUND BALANCE		172,635.20	832,962.74	754,462.74	(78,500.00)
Fund: 231 LAKESIDE CORRIDOR IMPROVEMENT AUTHORITY					
231-000-402	PROPERTY TAX	46,570.00	42,148.00	42,148.00	0.00
231-000-665-004970	INCOME TAX-PENALTY & INTEREST	192.26	75.00	75.00	0.00
Total Department : BROWNFIELD		46,762.26	42,223.00	42,223.00	0.00
5300	CONTRACTUAL SERVICES	6,525.00	42,223.00	42,223.00	0.00
5900	OTHER FINANCING USES	11,500.00			
Total Department BROWNFIELD:		(18,025.00)	(42,223.00)	(42,223.00)	0.00
Fund 231 - LAKESIDE CORRIDOR IMPROVEMENT AUTHORITY:					
TOTAL ESTIMATED REVENUES		46,762.26	42,223.00	42,223.00	0.00
TOTAL APPROPRIATIONS		18,025.00	42,223.00	42,223.00	0.00
NET OF REVENUES & APPROPRIATIONS:		28,737.26	0.00	0.00	0.00
BEG. FUND BALANCE		60,120.35	60,120.35	60,120.35	0.00
END FUND BALANCE		88,857.61	60,120.35	60,120.35	0.00
Fund: 232 HARBOR WEST BROWNFIELD					
232-000-402	PROPERTY TAX	4,946.00			0.00
Total Department : DEVELOPMENT ACTIVITY		4,946.00	0.00	0.00	0.00
5300	CONTRACTUAL SERVICES	1,307.50			0.00
Total Department DEVELOPMENT ACTIVITY:		(1,307.50)	0.00	0.00	0.00
Fund 232 - HARBOR WEST BROWNFIELD:					
TOTAL ESTIMATED REVENUES		4,946.00	0.00	0.00	0.00
TOTAL APPROPRIATIONS		1,307.50	0.00	0.00	0.00
NET OF REVENUES & APPROPRIATIONS:		3,638.50	0.00	0.00	0.00
BEG. FUND BALANCE		(563,451.50)	(563,451.50)	(563,451.50)	0.00
END FUND BALANCE		(559,813.00)	(563,451.50)	(563,451.50)	0.00
Fund: 233 SCATTERED HOUSING BROWNFIELD FUN					
233-000-402	SCATTERED HOUSING BROWNFIELD FUN	306,015.00	213,319.00	213,319.00	0.00
233-000-665-004970	INTEREST INCOME	933.60	100.00	100.00	0.00
Total Department : CAPITAL PROJECTS		306,948.60	213,419.00	213,419.00	0.00
5300	CONTRACTUAL SERVICES		12,600.00	12,600.00	0.00
Total Department CAPITAL PROJECTS:		0.00	(12,600.00)	(12,600.00)	0.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Fund 233 - SCATTERED HOUSING BROWNFIELD FUN:					
TOTAL ESTIMATED REVENUES		306,948.60	213,419.00	213,419.00	0.00
TOTAL APPROPRIATIONS		0.00	12,600.00	12,600.00	0.00
NET OF REVENUES & APPROPRIATIONS:		306,948.60	200,819.00	200,819.00	0.00
BEG. FUND BALANCE		231,814.65	231,814.65	231,814.65	0.00
END FUND BALANCE		538,763.25	432,633.65	432,633.65	0.00
Fund: 234 BROWNFIELD AUTHORITY (PIGEON HILL)					
234-000-402	PROPERTY TAX	15,292.00	18,167.00	18,167.00	0.00
234-000-665-004970	INTEREST INCOME	4.52			0.00
Total Department :		15,296.52	18,167.00	18,167.00	0.00
BROWNFIELD					
5300 CONTRACTUAL SERVICES		15,331.50	18,167.00	18,167.00	0.00
Total Department BROWNFIELD:		(15,331.50)	(18,167.00)	(18,167.00)	0.00
Fund 234 - BROWNFIELD AUTHORITY (PIGEON HILL):					
TOTAL ESTIMATED REVENUES		15,296.52	18,167.00	18,167.00	0.00
TOTAL APPROPRIATIONS		15,331.50	18,167.00	18,167.00	0.00
NET OF REVENUES & APPROPRIATIONS:		(34.98)	0.00	0.00	0.00
BEG. FUND BALANCE		1,848.10	1,848.10	1,848.10	0.00
END FUND BALANCE		1,813.12	1,848.10	1,848.10	0.00
Fund: 235 BROWNFIELD AUTHORITY (BETTEN)					
235-000-402	PROPERTY TAX	84,492.00	94,608.00	94,608.00	0.00
235-000-428	REIMBURSEMENT STATE	12,338.81			0.00
Total Department :		96,830.81	94,608.00	94,608.00	0.00
DEBT SERVICE					
5900 OTHER FINANCING USES		34,560.22			0.00
Total Department DEBT SERVICE:		(34,560.22)	0.00	0.00	0.00
Fund 235 - BROWNFIELD AUTHORITY (BETTEN):					
TOTAL ESTIMATED REVENUES		96,830.81	94,608.00	94,608.00	0.00
TOTAL APPROPRIATIONS		34,560.22	0.00	0.00	0.00
NET OF REVENUES & APPROPRIATIONS:		62,270.59	94,608.00	94,608.00	0.00
BEG. FUND BALANCE		(62,270.59)	(62,270.59)	(62,270.59)	0.00
END FUND BALANCE		0.00	32,337.41	32,337.41	0.00
Fund: 236 BROWNFIELD AUTHORITY (FORMER MALL SITE)					
236-000-402	PROPERTY TAX	276,023.00	274,634.00	274,634.00	0.00
236-000-428	REIMBURSEMENT STATE	15,226.37	15,818.00	15,818.00	0.00
236-000-665-004970	INTEREST INCOME	524.42	500.00	500.00	0.00
Total Department :		291,773.79	290,952.00	290,952.00	0.00
TRANSFERS TO OTHER FUNDS					
5900 OTHER FINANCING USES			274,634.00	274,634.00	0.00
Total Department TRANSFERS TO OTHER FUNDS:		0.00	(274,634.00)	(274,634.00)	0.00
Fund 236 - BROWNFIELD AUTHORITY (FORMER MALL SITE):					

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
TOTAL ESTIMATED REVENUES		291,773.79	290,952.00	290,952.00	0.00
TOTAL APPROPRIATIONS		0.00	274,634.00	274,634.00	0.00
NET OF REVENUES & APPROPRIATIONS:		291,773.79	16,318.00	16,318.00	0.00
BEG. FUND BALANCE		118,795.25	118,795.25	118,795.25	0.00
END FUND BALANCE		410,569.04	135,113.25	135,113.25	0.00
Fund: 237 BROWNFIELD AUTHORITY TERRACE POINT					
237-000-402	PROPERTY TAX		356,084.00	356,084.00	0.00
237-000-665-004970	INTEREST INCOME	25.74			0.00
Total Department :		25.74	356,084.00	356,084.00	0.00
TERRACE POINT LANDING					
5300 CONTRACTUAL SERVICES		4,628.00	356,084.00	356,084.00	0.00
Total Department TERRACE POINT LANDING:		(4,628.00)	(356,084.00)	(356,084.00)	0.00
Fund 237 - BROWNFIELD AUTHORITY TERRACE POINT:					
TOTAL ESTIMATED REVENUES		25.74	356,084.00	356,084.00	0.00
TOTAL APPROPRIATIONS		4,628.00	356,084.00	356,084.00	0.00
NET OF REVENUES & APPROPRIATIONS:		(4,602.26)	0.00	0.00	0.00
BEG. FUND BALANCE		8,648.59	8,648.59	8,648.59	0.00
END FUND BALANCE		4,046.33	8,648.59	8,648.59	0.00
Fund: 238 SWEETWATER BROWNFIELD					
238-000-402	PROPERTY TAX	63,874.00	74,275.00	74,275.00	0.00
238-000-665-004970	INCOME TAX-PENALTY & INTEREST	13.24			0.00
Total Department :		63,887.24	74,275.00	74,275.00	0.00
BROWNFIELD					
5300 CONTRACTUAL SERVICES		63,742.00	74,275.00	74,275.00	0.00
Total Department BROWNFIELD:		(63,742.00)	(74,275.00)	(74,275.00)	0.00
Fund 238 - SWEETWATER BROWNFIELD:					
TOTAL ESTIMATED REVENUES		63,887.24	74,275.00	74,275.00	0.00
TOTAL APPROPRIATIONS		63,742.00	74,275.00	74,275.00	0.00
NET OF REVENUES & APPROPRIATIONS:		145.24	0.00	0.00	0.00
BEG. FUND BALANCE		4,312.50	4,312.50	4,312.50	0.00
END FUND BALANCE		4,457.74	4,312.50	4,312.50	0.00
Fund: 241 ADELAIDE POINTE BROWNFIELD					
241-000-402	PROPERTY TAX	422,167.00	147,993.00	147,993.00	0.00
241-000-665-004970	INTEREST INCOME	610.58			0.00
Total Department :		422,777.58	147,993.00	147,993.00	0.00
BROWNFIELD					
5300 CONTRACTUAL SERVICES		405,011.50	147,993.00	147,993.00	0.00
Total Department BROWNFIELD:		(405,011.50)	(147,993.00)	(147,993.00)	0.00
Fund 241 - ADELAIDE POINTE BROWNFIELD:					
TOTAL ESTIMATED REVENUES		422,777.58	147,993.00	147,993.00	0.00
TOTAL APPROPRIATIONS		405,011.50	147,993.00	147,993.00	0.00

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
NET OF REVENUES & APPROPRIATIONS:					
		17,766.08	0.00	0.00	0.00
BEG. FUND BALANCE					
		8,507.99	8,507.99	8,507.99	0.00
END FUND BALANCE					
		26,274.07	8,507.99	8,507.99	0.00
Fund: 242 HIGHPOINT FLATS BROWNFIELD					
242-000-402 PROPERTY TAX					
		92,125.00	92,970.00	92,970.00	0.00
242-000-665-004970 INTEREST INCOME					
		18.63			0.00
Total Department :					
		92,143.63	92,970.00	92,970.00	0.00
BROWNFIELD					
	5300 CONTRACTUAL SERVICES	92,125.00	92,970.00	92,970.00	0.00
Total Department BROWNFIELD:					
		(92,125.00)	(92,970.00)	(92,970.00)	0.00
Fund 242 - HIGHPOINT FLATS BROWNFIELD:					
TOTAL ESTIMATED REVENUES					
		92,143.63	92,970.00	92,970.00	0.00
TOTAL APPROPRIATIONS					
		92,125.00	92,970.00	92,970.00	0.00
NET OF REVENUES & APPROPRIATIONS:					
		18.63	0.00	0.00	0.00
BEG. FUND BALANCE					
		112.62	112.62	112.62	0.00
END FUND BALANCE					
		131.25	112.62	112.62	0.00
Fund: 243 BROWNFIELD REVOLVING FUND					
243-000-402 PROPERTY TAX					
		348,386.22			0.00
243-000-665-004970 INCOME TAX-PENALTY & INTEREST					
		48.13			0.00
Total Department :					
		348,434.35	0.00	0.00	0.00
Fund 243 - BROWNFIELD REVOLVING FUND:					
TOTAL ESTIMATED REVENUES					
		348,434.35	0.00	0.00	0.00
TOTAL APPROPRIATIONS					
		0.00	0.00	0.00	0.00
NET OF REVENUES & APPROPRIATIONS:					
		348,434.35	0.00	0.00	0.00
BEG. FUND BALANCE					
		0.00	0.00	0.00	0.00
END FUND BALANCE					
		348,434.35	0.00	0.00	0.00
Fund: 252 FARMERS MARKET & KITCHEN 242					
252-000-613-004664	FARMERS MARKET INCOME	128,286.50	160,000.00	160,000.00	0.00
252-000-613-004690	KITCHEN 242 RENTAL	25,679.53	36,000.00	30,000.00	(6,000.00)
252-000-613-004693	FARMERS MARKET EVENT RENTAL	4,542.00	5,000.00	7,000.00	2,000.00
252-000-613-004694	FARMERS MARKET EBT FEES	14,790.20	18,000.00	17,000.00	(1,000.00)
252-000-613-004699	EBT PROGRAM	277,317.07	275,000.00	300,000.00	25,000.00
252-000-614-004663	FLEA MARKET AT FARMERS MARKET	23,520.00	21,000.00	23,000.00	2,000.00
252-000-614-004697	ALCOHOLIC BEVERAGE	1,770.00	3,000.00	3,000.00	0.00
252-000-665-004970	INTEREST INCOME	682.54	1,500.00	1,500.00	0.00
252-000-667-004677	RENT	51,272.38	40,000.00	40,000.00	0.00
252-000-674-004805	CONTRIBUTIONS	6,327.42	1,500.00	6,327.00	4,827.00
252-000-679-004845	FUNDRAISING REVENUE	59,559.00	50,000.00	60,000.00	10,000.00
252-000-684-004800	MISC. & SUNDRY	925.00	0.00	925.00	925.00
252-000-684-004814	PROMOTIONAL PRODUCTS	40.00	500.00	500.00	0.00
252-000-699-100000	OP. TRANS FROM GENERAL FUND	7,000.00	7,000.00	7,000.00	0.00
Total Department :					
		601,711.64	618,500.00	656,252.00	37,752.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
WESTERN AVENUE CHALETs					
5100	SALARIES & BENEFITS	14,513.47			0.00
5300	CONTRACTUAL SERVICES	34,363.98	31,500.00	39,500.00	8,000.00
5200	SUPPLIES	1,528.86	0.00	1,600.00	1,600.00
Total Department WESTERN AVENUE CHALETs:		(50,406.31)	(31,500.00)	(41,100.00)	(9,600.00)
FARMERS & FLEA MARKET					
5100	SALARIES & BENEFITS	122,685.85	142,631.00	142,631.00	0.00
5300	CONTRACTUAL SERVICES	452,361.48	399,100.00	450,200.00	51,100.00
5200	SUPPLIES	63,012.36	56,400.00	69,453.00	13,053.00
5400	OTHER EXPENSES	1,188.76	2,000.00	1,300.00	(700.00)
5700	CAPITAL OUTLAYS	9,346.62	14,800.00	9,528.00	(5,272.00)
Total Department FARMERS & FLEA MARKET:		(648,595.07)	(614,931.00)	(673,112.00)	(58,181.00)
Fund 252 - FARMERS MARKET & KITCHEN 242:					
TOTAL ESTIMATED REVENUES		601,711.64	618,500.00	656,252.00	37,752.00
TOTAL APPROPRIATIONS		699,001.38	646,431.00	714,212.00	67,781.00
NET OF REVENUES & APPROPRIATIONS:		(97,289.74)	(27,931.00)	(57,960.00)	(30,029.00)
BEG. FUND BALANCE		84,541.79	84,541.79	84,541.79	0.00
END FUND BALANCE		(12,747.95)	56,610.79	26,581.79	(30,029.00)
Fund: 254 MERCY HEALTH ARENA					
254-000-613-004691	EVENT REVENUE	729,858.65	450,000.00	673,119.00	223,119.00
254-000-613-004696	CONCESSION NON ALCHOLIC	115,110.22	87,500.00	113,500.00	26,000.00
254-000-613-004699	FOOD HUB	80,215.46	52,500.00	80,215.00	27,715.00
254-000-614-004630	CARLISLES	85,492.54	100,000.00	100,000.00	0.00
254-000-614-004639	RAD DADS	201,013.75	200,000.00	200,000.00	0.00
254-000-614-004640	TICKET SURCHARGE	62,783.16	45,000.00	60,500.00	15,500.00
254-000-614-004646	CONCESSIONS FOOD	150,660.18	120,000.00	151,750.00	31,750.00
254-000-614-004697	ALCOHOLIC BEVERAGE	188,334.17	150,000.00	188,500.00	38,500.00
254-000-614-004698	FLOOR RENTAL	259,012.04	275,000.00	275,000.00	0.00
254-000-620-004619	MISC. SALES AND SERVICES	62,387.85	20,000.00	55,000.00	35,000.00
254-000-626-004666	PARKING LOT RENTAL - WESTERN AVENUE	47,489.76	35,000.00	45,000.00	10,000.00
254-000-632	ANNEX REVENUE	58,852.50	63,390.00	63,390.00	0.00
254-000-657-004802	REIMB:SERVICES RENDERED	256.55	10,000.00	500.00	(9,500.00)
254-000-665-004970	INTEREST INCOME	10,717.30	10,000.00	12,000.00	2,000.00
254-000-667-004667	PARKING LOT RENTAL - SHORELINE	12,949.74	12,000.00	14,000.00	2,000.00
254-000-667-004677	RENT	27,500.00	70,000.00	60,000.00	(10,000.00)
254-000-671	ADVERTISING REVENUE	116,667.00	120,000.00	145,000.00	25,000.00
254-000-684-004800	MISC. & SUNDRY	100.67	5,000.00	500.00	(4,500.00)
254-000-699-100000	OP. TRANS FROM GENERAL FUND		450,000.00	450,000.00	0.00
Total Department :		2,209,401.54	2,275,390.00	2,687,974.00	412,584.00
MERCY HEALTH ARENA					
5100	SALARIES & BENEFITS	348,267.20	379,074.00	379,074.00	0.00
5300	CONTRACTUAL SERVICES	1,758,214.49	1,375,745.00	1,725,603.00	349,858.00
5200	SUPPLIES	371,363.38	320,500.00	382,081.00	61,581.00
5400	OTHER EXPENSES	62,263.00	66,500.00	65,000.00	(1,500.00)
5700	CAPITAL OUTLAYS	54,653.66	55,750.00	59,500.00	3,750.00
Total Department MERCY HEALTH ARENA:		(2,594,761.73)	(2,197,569.00)	(2,611,258.00)	(413,689.00)
CARLISLE					

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
5200	SUPPLIES	63,370.99	60,000.00	63,000.00	3,000.00
Total Department CARLISLE:		(63,370.99)	(60,000.00)	(63,000.00)	(3,000.00)
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES		5,000.00	0.00	(5,000.00)
Total Department CAPITAL PROJECTS:		0.00	(5,000.00)	0.00	5,000.00
Fund 254 - MERCY HEALTH ARENA:					
TOTAL ESTIMATED REVENUES		2,209,401.54	2,275,390.00	2,687,974.00	412,584.00
TOTAL APPROPRIATIONS		2,658,132.72	2,262,569.00	2,674,258.00	411,689.00
NET OF REVENUES & APPROPRIATIONS:		(448,731.18)	12,821.00	13,716.00	895.00
BEG. FUND BALANCE		78,225.27	78,225.27	78,225.27	0.00
END FUND BALANCE		(370,505.91)	91,046.27	91,941.27	895.00
Fund: 285 TREE REPLACEMENT					
285-000-665-004970	INTEREST INCOME	17.72			0.00
285-000-674-004805	CONTRIBUTIONS	9,953.99	184,000.00	184,000.00	0.00
285-000-674-092522	CONTRIBUTIONS	137,725.00	0.00	137,725.00	137,725.00
285-000-684-004800	MISC. & SUNDRY	18,657.79	22,500.00	22,500.00	0.00
Total Department :		166,354.50	206,500.00	344,225.00	137,725.00
FORESTRY					
5300	CONTRACTUAL SERVICES	850.51	1,500.00	0.00	(1,500.00)
5200	SUPPLIES	20,222.85	19,500.00	21,000.00	1,500.00
Total Department FORESTRY:		(21,073.36)	(21,000.00)	(21,000.00)	0.00
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	137,725.00	175,000.00	137,725.00	(37,275.00)
Total Department CAPITAL PROJECTS:		(137,725.00)	(175,000.00)	(137,725.00)	37,275.00
Fund 285 - TREE REPLACEMENT:					
TOTAL ESTIMATED REVENUES		166,354.50	206,500.00	344,225.00	137,725.00
TOTAL APPROPRIATIONS		158,798.36	196,000.00	158,725.00	(37,275.00)
NET OF REVENUES & APPROPRIATIONS:		7,556.14	10,500.00	185,500.00	175,000.00
BEG. FUND BALANCE		7,966.65	7,966.65	7,966.65	0.00
END FUND BALANCE		15,522.79	18,466.65	193,466.65	175,000.00
Fund: 394 DOWNTOWN DEVELOPMENT AUTH DS					
394-000-402	PROPERTY TAX	519,427.00	537,000.00	537,000.00	0.00
394-000-428	REIMBURSEMENT STATE	39,469.06			0.00
394-000-569	STATE GRANTS OTHER	6,621.98			0.00
394-000-613	EVENT REVENUE	76,716.22	100,000.00	100,000.00	0.00
394-000-665-004970	INTEREST INCOME	1,243.15	1,300.00	1,300.00	0.00
394-000-679-004847	SPONSORSHIP REVENUE - MUSK ART FAIR	37,000.00	12,000.00	12,000.00	0.00
Total Department :		680,477.41	650,300.00	650,300.00	0.00
DOWNTOWN MUSKEGON BID					
5100	SALARIES & BENEFITS	117,806.26	138,284.00	138,284.00	0.00
5300	CONTRACTUAL SERVICES	37,547.01	100,000.00	100,000.00	0.00
5200	SUPPLIES	3,129.40			0.00
5400	OTHER EXPENSES	450.00			0.00
Total Department DOWNTOWN MUSKEGON BID:		(158,932.67)	(238,284.00)	(238,284.00)	0.00

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
LAKESHORE ART FESTIVAL					
5300	CONTRACTUAL SERVICES	24,981.31	27,700.00	27,700.00	0.00
5200	SUPPLIES	12,796.66	2,000.00	2,000.00	0.00
Total Department LAKESHORE ART FESTIVAL:		(37,777.97)	(29,700.00)	(29,700.00)	0.00
EVENTS					
5200	SUPPLIES	2,455.94			0.00
Total Department EVENTS:		(2,455.94)	0.00	0.00	0.00
DEBT SERVICE					
5300	CONTRACTUAL SERVICES	225,503.23	145,000.00	145,000.00	0.00
5900	OTHER FINANCING USES		130,000.00	130,000.00	0.00
Total Department DEBT SERVICE:		(225,503.23)	(275,000.00)	(275,000.00)	0.00
Fund 394 - DOWNTOWN DEVELOPMENT AUTH DS:					
TOTAL ESTIMATED REVENUES		680,477.41	650,300.00	650,300.00	0.00
TOTAL APPROPRIATIONS		424,669.81	542,984.00	542,984.00	0.00
NET OF REVENUES & APPROPRIATIONS:		255,807.60	107,316.00	107,316.00	0.00
BEG. FUND BALANCE		454,964.56	454,964.56	454,964.56	0.00
END FUND BALANCE		710,772.16	562,280.56	562,280.56	0.00
Fund: 395 TIFA DEBT SERVICE					
395-000-402	PROPERTY TAX	51,407.00	50,000.00	50,000.00	0.00
395-000-428	REIMBURSEMENT STATE	9,361.78			0.00
395-000-665-004970	INTEREST INCOME	108.01			0.00
Total Department :		60,876.79	50,000.00	50,000.00	0.00
DEBT SERVICE					
5900	OTHER FINANCING USES	41,666.70	50,000.00	50,000.00	0.00
Total Department DEBT SERVICE:		(41,666.70)	(50,000.00)	(50,000.00)	0.00
Fund 395 - TIFA DEBT SERVICE:					
TOTAL ESTIMATED REVENUES		60,876.79	50,000.00	50,000.00	0.00
TOTAL APPROPRIATIONS		41,666.70	50,000.00	50,000.00	0.00
NET OF REVENUES & APPROPRIATIONS:		19,210.09	0.00	0.00	0.00
BEG. FUND BALANCE		38,921.80	38,921.80	38,921.80	0.00
END FUND BALANCE		58,131.89	38,921.80	38,921.80	0.00
Fund: 420 CONVENTION CENTER CONSTRUCTION					
420-000-665-004970	INTEREST INCOME	332.96	400.00	400.00	0.00
420-000-676	COUNTY REIM PA 59 FUNDS COLLECTED	929,875.00	925,000.00	925,000.00	0.00
Total Department :		930,207.96	925,400.00	925,400.00	0.00
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	500.00	500.00	500.00	0.00
Total Department CAPITAL PROJECTS:		(500.00)	(500.00)	(500.00)	0.00
DEBT SERVICE					
5900	OTHER FINANCING USES	929,875.00	930,000.00	930,000.00	0.00
Total Department DEBT SERVICE:		(929,875.00)	(930,000.00)	(930,000.00)	0.00
Fund 420 - CONVENTION CENTER CONSTRUCTION:					
TOTAL ESTIMATED REVENUES		930,207.96	925,400.00	925,400.00	0.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
TOTAL APPROPRIATIONS		930,375.00	930,500.00	930,500.00	0.00
NET OF REVENUES & APPROPRIATIONS:		(167.04)	(5,100.00)	(5,100.00)	0.00
BEG. FUND BALANCE		114,335.76	114,335.76	114,335.76	0.00
END FUND BALANCE		114,168.72	109,235.76	109,235.76	0.00
Fund: 445 PUBLIC IMPROVEMENT					
445-000-502	FEDERAL GRANTS	102,488.00	0.00	102,488.00	102,488.00
445-000-626-004651	REIMBURSEMENT		300,000.00	343,000.00	43,000.00
445-000-665-004970	INTEREST INCOME	2,660.82	6,000.00	6,000.00	0.00
445-000-667-004677	RENT	6,210.66	10,000.00	10,000.00	0.00
445-000-671	LEASE BILLBOARDS	9,833.75	7,000.00	10,000.00	3,000.00
445-000-677-004808	SALE OF LAND	180,393.55	100,000.00	182,000.00	82,000.00
445-000-679-004847	SPONSORSHIP REVENUE - PARKS	137,500.00	150,000.00	150,000.00	0.00
445-000-684-004800	MISC. & SUNDRY	29,585.00	500.00	30,000.00	29,500.00
Total Department :		468,671.78	573,500.00	833,488.00	259,988.00
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	477,773.33	530,000.00	671,428.00	141,428.00
5200	SUPPLIES	165,681.08	0.00	166,526.00	166,526.00
5700	CAPITAL OUTLAYS	8,233.59	0.00	8,400.00	8,400.00
Total Department CAPITAL PROJECTS:		(651,688.00)	(530,000.00)	(846,354.00)	(316,354.00)
Fund 445 - PUBLIC IMPROVEMENT:					
TOTAL ESTIMATED REVENUES		468,671.78	573,500.00	833,488.00	259,988.00
TOTAL APPROPRIATIONS		651,688.00	530,000.00	846,354.00	316,354.00
NET OF REVENUES & APPROPRIATIONS:		(183,016.22)	43,500.00	(12,866.00)	(56,366.00)
BEG. FUND BALANCE		1,073,365.16	1,073,365.16	1,073,365.16	0.00
END FUND BALANCE		890,348.94	1,116,865.16	1,060,499.16	(56,366.00)
Fund: 482 STATE GRANTS					
482-000-502-092334	FEDERAL GRANTS	64,000.00	162,500.00	162,500.00	0.00
482-000-502-092339	FEDERAL GRANTS	569,676.15	1,500,000.00	1,500,000.00	0.00
482-000-540	STATE GRANTS	82,775.21			0.00
482-000-540-092419	STATE GRANTS	70,012.96			0.00
482-000-540-092520	STATE GRANTS	196,126.76			0.00
482-000-665-004970	INTEREST INCOME	162,901.54			0.00
Total Department :		1,145,492.62	1,662,500.00	1,662,500.00	0.00
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	667,774.89	1,500,000.00	976,637.00	(523,363.00)
5200	SUPPLIES	114,055.55		255,000.00	0.00
5700	CAPITAL OUTLAYS	76,000.00	162,500.00	162,500.00	0.00
Total Department CAPITAL PROJECTS:		(857,830.44)	(1,662,500.00)	(1,394,137.00)	268,363.00
Fund 482 - STATE GRANTS:					
TOTAL ESTIMATED REVENUES		1,145,492.62	1,662,500.00	1,662,500.00	0.00
TOTAL APPROPRIATIONS		857,830.44	1,662,500.00	1,394,137.00	(268,363.00)
NET OF REVENUES & APPROPRIATIONS:		287,662.18	0.00	268,363.00	268,363.00
BEG. FUND BALANCE		1,547.09	1,547.09	1,547.09	0.00
END FUND BALANCE		289,209.27	1,547.09	269,910.09	268,363.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Fund: 590 SEWAGE DISPOSAL SYSTEM					
590-000-620-004619	MISC. SALES AND SERVICES	74,000.00	125,000.00	125,000.00	0.00
590-000-628-004605	METERED SALES	9,114,154.84	9,600,000.00	9,600,000.00	0.00
590-000-638-004606	DEBT SERVICE FEE	374,528.40	425,188.00	425,188.00	0.00
590-000-657-004704	PENALTIES/INTEREST/FINES	183,788.55	200,000.00	200,000.00	0.00
590-000-657-004802	REIMB:SERVICES RENDERED	(124,597.88)	5,000.00	5,000.00	0.00
590-000-665-004970	INTEREST INCOME	22,405.16	20,000.00	20,000.00	0.00
Total Department :		9,644,279.07	10,375,188.00	10,375,188.00	0.00
PENSION ADMINISTRATION					
5100	SALARIES & BENEFITS	136,397.36	148,850.00	148,850.00	0.00
Total Department PENSION ADMINISTRATION:		(136,397.36)	(148,850.00)	(148,850.00)	0.00
MUSKEGON CO. WASTEWATER TREATMENT					
5300	CONTRACTUAL SERVICES	3,968,238.77	5,150,000.00	5,150,000.00	0.00
Total Department MUSKEGON CO. WASTEWATER TREATMENT:		(3,968,238.77)	(5,150,000.00)	(5,150,000.00)	0.00
WATER & SEWER MAINTENANCE					
5100	SALARIES & BENEFITS	1,104,553.12	1,121,100.00	1,121,100.00	0.00
5300	CONTRACTUAL SERVICES	810,283.23	891,297.00	896,297.00	5,000.00
5200	SUPPLIES	124,466.56	144,500.00	141,000.00	(3,500.00)
5400	OTHER EXPENSES	571,159.00	403,000.00	571,159.00	168,159.00
5700	CAPITAL OUTLAYS	66,640.07	51,500.00	68,053.00	16,553.00
Total Department WATER & SEWER MAINTENANCE:		(2,677,101.98)	(2,611,397.00)	(2,797,609.00)	(186,212.00)
CAPITAL PROJECTS					
5300	CONTRACTUAL SERVICES	1,123,042.80	2,729,197.00	1,852,456.36	(876,740.64)
Total Department CAPITAL PROJECTS:		(1,123,042.80)	(2,729,197.00)	(1,852,456.36)	876,740.64
DEBT SERVICE					
5300	CONTRACTUAL SERVICES	582,770.96	678,085.00	678,085.00	0.00
5900	OTHER FINANCING USES	1,705,974.42	664,894.00	664,894.00	0.00
Total Department DEBT SERVICE:		(2,288,745.38)	(1,342,979.00)	(1,342,979.00)	0.00
Fund 590 - SEWAGE DISPOSAL SYSTEM:					
TOTAL ESTIMATED REVENUES		9,644,279.07	10,375,188.00	10,375,188.00	0.00
TOTAL APPROPRIATIONS		10,193,526.29	11,982,423.00	11,291,894.36	(690,528.64)
NET OF REVENUES & APPROPRIATIONS:		(549,247.22)	(1,607,235.00)	(916,706.36)	690,528.64
BEG. FUND BALANCE		29,452,777.57	29,452,777.57	29,452,777.57	0.00
END FUND BALANCE		28,903,530.35	27,845,542.57	28,536,071.21	690,528.64
Fund: 591 WATER SUPPLY SYSTEM					
591-000-502	FEDERAL GRANTS	460,065.44			0.00
591-000-540	STATE GRANTS	78,013.85	5,381,438.00	539,000.00	(4,842,438.00)
591-000-540-092414	STATE GRANTS		50,000.00	50,000.00	0.00
591-000-620-004619	MISC. SALES AND SERVICES	70,417.72	150,000.00	150,000.00	0.00
591-000-628-004605	METERED SALES	4,075,620.80	4,200,000.00	4,200,000.00	0.00
591-000-637	WHOLESALE WATER	4,928,270.01	5,500,000.00	5,500,000.00	0.00
591-000-638-004606	DEBT SERVICE FEE	1,056,193.60	1,192,364.00	1,192,364.00	0.00
591-000-642-004652	TOWNSHIP MAINTENANCE CONTRACT	139,638.00	125,000.00	125,000.00	0.00
591-000-644-004618	LEAD REPLACEMENT FEE	726,878.55	760,000.00	760,000.00	0.00
591-000-657-004704	PENALTIES/INTEREST/FINES	142,936.86	130,000.00	140,000.00	10,000.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
591-000-657-004802	REIMB:SERVICES RENDERED	91,151.72	70,000.00	90,000.00	20,000.00
591-000-665-004970	INTEREST INCOME	3,507.16	15,000.00	15,000.00	0.00
591-000-673	GAIN (LOSS) ON SALE OF ASSETS	405,446.81			0.00
591-000-684-004800	MISC. & SUNDRY	631,834.30	450,000.00	537,000.00	87,000.00
591-000-692-004661	LEASE/RENTAL	208,994.59	275,000.00	275,000.00	0.00
591-000-696-004961	BOND PROCEEDS	4,181,116.38	4,144,313.00	6,700,000.00	2,555,687.00
Total Department :		17,200,085.79	22,443,115.00	20,273,364.00	(2,169,751.00)
PENSION ADMINISTRATION					
	5100 SALARIES & BENEFITS	270,146.36	294,811.00	294,811.00	0.00
Total Department PENSION ADMINISTRATION:		(270,146.36)	(294,811.00)	(294,811.00)	0.00
LEAD SERVICE LINE					
	5100 SALARIES & BENEFITS	247,233.22	429,963.00	429,963.00	0.00
	5300 CONTRACTUAL SERVICES	352,046.51	310,000.00	330,000.00	20,000.00
	5200 SUPPLIES	88,060.88	116,000.00	116,000.00	0.00
Total Department LEAD SERVICE LINE:		(687,340.61)	(855,963.00)	(875,963.00)	(20,000.00)
WATER SUPPLY & FILTRATION					
	5100 SALARIES & BENEFITS	1,303,455.66	1,490,324.00	1,490,324.00	0.00
	5300 CONTRACTUAL SERVICES	952,102.69	1,108,944.00	1,078,744.00	(30,200.00)
	5200 SUPPLIES	419,212.91	552,640.00	544,540.00	(8,100.00)
	5400 OTHER EXPENSES	4,561.70	7,000.00	7,000.00	0.00
	5700 CAPITAL OUTLAYS	84,473.69	166,850.00	123,948.00	(42,902.00)
Total Department WATER SUPPLY & FILTRATION:		(2,763,806.65)	(3,325,758.00)	(3,244,556.00)	81,202.00
WATER & SEWER MAINTENANCE					
	5100 SALARIES & BENEFITS	1,582,555.69	1,548,518.00	1,548,518.00	0.00
	5300 CONTRACTUAL SERVICES	938,269.08	1,086,862.00	1,080,603.00	(6,259.00)
	5200 SUPPLIES	318,112.57	318,000.00	318,000.00	0.00
	5400 OTHER EXPENSES	68,556.89	220,000.00	207,000.00	(13,000.00)
	5700 CAPITAL OUTLAYS	28,803.93	28,000.00	32,471.00	4,471.00
Total Department WATER & SEWER MAINTENANCE:		(2,936,298.16)	(3,201,380.00)	(3,186,592.00)	14,788.00
WATER & SEWER MAINTENANCE-TWP					
	5100 SALARIES & BENEFITS	43,584.85	41,099.00	41,099.00	0.00
	5300 CONTRACTUAL SERVICES	46,650.75	47,000.00	47,000.00	0.00
	5200 SUPPLIES	3,601.74	2,750.00	2,750.00	0.00
Total Department WATER & SEWER MAINTENANCE-TWP:		(93,837.34)	(90,849.00)	(90,849.00)	0.00
CAPITAL PROJECTS					
	5300 CONTRACTUAL SERVICES	5,577,137.73	11,106,349.00	6,935,738.62	(4,170,610.38)
Total Department CAPITAL PROJECTS:		(5,577,137.73)	(11,106,349.00)	(6,935,738.62)	4,170,610.38
DEBT SERVICE					
	5300 CONTRACTUAL SERVICES	1,305,396.50	1,518,573.00	1,518,573.00	0.00
	5900 OTHER FINANCING USES	3,714,514.68	1,415,245.00	1,415,245.00	0.00
Total Department DEBT SERVICE:		(5,019,911.18)	(2,933,818.00)	(2,933,818.00)	0.00
Fund 591 - WATER SUPPLY SYSTEM:					
TOTAL ESTIMATED REVENUES		17,200,085.79	22,443,115.00	20,273,364.00	(2,169,751.00)
TOTAL APPROPRIATIONS		17,348,478.03	21,808,928.00	17,562,327.62	(4,246,600.38)
NET OF REVENUES & APPROPRIATIONS:		(148,392.24)	634,187.00	2,711,036.38	2,076,849.38
BEG. FUND BALANCE		40,808,882.50	40,808,882.50	40,808,882.50	0.00
END FUND BALANCE		40,660,490.26	41,443,069.50	43,519,918.88	2,076,849.38

Fund: 594 MARINA AND LAUNCH RAMP

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
594-000-631	ICE SALES		300.00	300.00	0.00
594-000-644-004626	LARGE BASIN FEES	177,354.90	184,000.00	184,000.00	0.00
594-000-644-004627	SMALL BASIN FEES	900.00	900.00	900.00	0.00
594-000-644-004628	MOORING FEES	17,897.55	12,000.00	17,500.00	5,500.00
594-000-644-004629	TRANSIENT FEES	7,770.00	8,000.00	8,000.00	0.00
594-000-653	LAUNCH RAMP	109,760.50	100,000.00	106,000.00	6,000.00
594-000-656	TRAFFIC FINES & FEES	35.00			0.00
594-000-665-004970	INTEREST INCOME	1,775.61	1,600.00	1,776.00	176.00
594-000-684-004800	MISC. & SUNDRY	1,029.00	1,000.00	1,000.00	0.00
Total Department : MUNICIPAL MARINA		316,522.56	307,800.00	319,476.00	11,676.00
	5100 SALARIES & BENEFITS	104,689.14	146,481.00	146,481.00	0.00
	5300 CONTRACTUAL SERVICES	234,700.95	222,867.00	273,374.00	50,507.00
	5200 SUPPLIES	19,474.24	31,100.00	28,400.00	(2,700.00)
	5400 OTHER EXPENSES	325.55	1,000.00	326.00	(674.00)
	5900 OTHER FINANCING USES	101,159.22	100,000.00	100,000.00	0.00
	5700 CAPITAL OUTLAYS	23,383.27	57,200.00	23,912.00	(33,288.00)
Total Department MUNICIPAL MARINA: LAUNCH RAMPS		(483,732.37)	(558,648.00)	(572,493.00)	(13,845.00)
	5100 SALARIES & BENEFITS	11,868.75	5,739.00	5,739.00	0.00
	5300 CONTRACTUAL SERVICES	18,255.22	18,500.00	28,600.00	10,100.00
	5200 SUPPLIES	2,804.23	21,500.00	23,687.00	2,187.00
Total Department LAUNCH RAMPS: CAPITAL PROJECTS		(32,928.20)	(45,739.00)	(58,026.00)	(12,287.00)
	5300 CONTRACTUAL SERVICES		350,000.00	0.00	(350,000.00)
Total Department CAPITAL PROJECTS:		0.00	(350,000.00)	0.00	350,000.00
Fund 594 - MARINA AND LAUNCH RAMP:					
TOTAL ESTIMATED REVENUES		316,522.56	307,800.00	319,476.00	11,676.00
TOTAL APPROPRIATIONS		516,660.57	954,387.00	630,519.00	(323,868.00)
NET OF REVENUES & APPROPRIATIONS:		(200,138.01)	(646,587.00)	(311,043.00)	335,544.00
BEG. FUND BALANCE		1,449,485.52	1,449,485.52	1,449,485.52	0.00
END FUND BALANCE		1,249,347.51	802,898.52	1,138,442.52	335,544.00
Fund: 642 PUBLIC SERVICE BUILDING					
642-000-665-004970	INTEREST INCOME	4,163.75	5,000.00	5,000.00	0.00
642-000-667-004677	RENT	2,276,675.90	2,732,000.00	2,732,000.00	0.00
Total Department : PENSION ADMINISTRATION		2,280,839.65	2,737,000.00	2,737,000.00	0.00
	5100 SALARIES & BENEFITS	578,475.15	631,291.00	631,291.00	0.00
Total Department PENSION ADMINISTRATION: PUBLIC SERVICE BUILDING		(578,475.15)	(631,291.00)	(631,291.00)	0.00
	5100 SALARIES & BENEFITS	1,158,727.08	1,331,860.00	1,331,860.00	0.00
	5300 CONTRACTUAL SERVICES	488,022.72	569,106.00	557,106.00	(12,000.00)
	5200 SUPPLIES	34,303.07	47,750.00	39,973.00	(7,777.00)
	5400 OTHER EXPENSES	6,798.94	11,000.00	6,478.00	(4,522.00)
	5900 OTHER FINANCING USES	14,834.55	25,000.00	25,000.00	0.00
	5700 CAPITAL OUTLAYS	103,068.79	124,700.00	104,820.00	(19,880.00)

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
Total Department PUBLIC SERVICE BUILDING:		(1,805,755.15)	(2,109,416.00)	(2,065,237.00)	44,179.00
INVENTORY					
	5400 OTHER EXPENSES	8,357.51			0.00
Total Department INVENTORY:		(8,357.51)	0.00	0.00	0.00
CAPITAL PROJECTS					
	5700 CAPITAL OUTLAYS	990.00	150,000.00	990.00	(149,010.00)
Total Department CAPITAL PROJECTS:		(990.00)	(150,000.00)	(990.00)	149,010.00
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Fund 642 - PUBLIC SERVICE BUILDING:					
TOTAL ESTIMATED REVENUES		2,280,839.65	2,737,000.00	2,737,000.00	0.00
TOTAL APPROPRIATIONS		2,393,577.81	2,890,707.00	2,697,518.00	(193,189.00)
NET OF REVENUES & APPROPRIATIONS:		(112,738.16)	(153,707.00)	39,482.00	193,189.00
BEG. FUND BALANCE		306,621.21	306,621.21	306,621.21	0.00
END FUND BALANCE		193,883.05	152,914.21	346,103.21	193,189.00
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Fund: 643 ENGINEERING SERVICES					
643-000-498 LICENSE AND PERMIT MISC.		2,420.00	6,000.00	6,000.00	0.00
643-000-665-004970 INTEREST INCOME		646.40			0.00
643-000-682 ENGINEERING FEES		20,263.90	50,000.00	25,000.00	(25,000.00)
643-000-684-004680 INTERDEPT.ENGINEERING FEES		697,307.36	660,000.00	800,000.00	140,000.00
643-000-699-100000 OPERATING TRANSFER FROM GENERAL FUND			350,000.00	350,000.00	0.00
Total Department :		720,637.66	1,066,000.00	1,181,000.00	115,000.00
PENSION ADMINISTRATION					
	5100 SALARIES & BENEFITS	79,418.24	86,669.00	86,669.00	0.00
Total Department PENSION ADMINISTRATION:		(79,418.24)	(86,669.00)	(86,669.00)	0.00
ENGINEERING					
	5100 SALARIES & BENEFITS	572,661.84	604,064.00	604,064.00	0.00
	5300 CONTRACTUAL SERVICES	290,240.80	334,386.00	334,386.00	0.00
	5200 SUPPLIES	14,462.18	13,700.00	16,200.00	2,500.00
	5400 OTHER EXPENSES	4,135.65	2,500.00	2,500.00	0.00
	5900 OTHER FINANCING USES	2,499.11			0.00
	5700 CAPITAL OUTLAYS	14,232.19	25,000.00	25,000.00	0.00
Total Department ENGINEERING:		(898,231.77)	(979,650.00)	(982,150.00)	(2,500.00)
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Fund 643 - ENGINEERING SERVICES:					
TOTAL ESTIMATED REVENUES		720,637.66	1,066,000.00	1,181,000.00	115,000.00
TOTAL APPROPRIATIONS		977,650.01	1,068,319.00	1,068,819.00	2,500.00
NET OF REVENUES & APPROPRIATIONS:		(257,012.35)	(319.00)	112,181.00	112,500.00
BEG. FUND BALANCE		171,334.48	171,334.48	171,334.48	0.00
END FUND BALANCE		(85,677.87)	171,015.48	283,515.48	112,500.00
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Fund: 661 EQUIPMENT					
661-000-614 REIMBURSEMENT INCOME		2,755,325.60	2,000,000.00	2,600,000.00	600,000.00
661-000-614-004662 EQUIPMENT RENTAL BY DEPTS.		1,085,725.81	1,963,652.00	1,200,000.00	(763,652.00)
661-000-642-004654 METERED SALES-FUEL		18,495.93	20,000.00	20,000.00	0.00
661-000-657-004802 REIMB:SERVICES RENDERED		49,353.66	55,000.00	55,000.00	0.00
661-000-665-004970 INTEREST INCOME		9,094.09	10,000.00	10,000.00	0.00
661-000-684-004800 MISC. & SUNDRY		50,363.31	50,000.00	50,000.00	0.00

BUDGET REPORT FOR CITY OF MUSKEGON
Calculations As Of 06/30/2026

GL Number	Description	25-26 Activity	25-26 Amended Budget	4th Quarter Reforecast Request	Difference
661-000-693	SALE OF FIXED ASSETS	29,831.00	30,000.00	30,000.00	0.00
Total Department :		3,998,189.40	4,128,652.00	3,965,000.00	(163,652.00)
PENSION ADMINISTRATION					
	5100 SALARIES & BENEFITS	96,594.08	105,413.00	105,413.00	0.00
Total Department PENSION ADMINISTRATION:		(96,594.08)	(105,413.00)	(105,413.00)	0.00
EQUIPMENT SERVICES					
	5100 SALARIES & BENEFITS	671,514.25	825,256.00	825,256.00	0.00
	5300 CONTRACTUAL SERVICES	808,371.58	975,206.00	935,206.00	(40,000.00)
	5200 SUPPLIES	791,217.67	884,515.00	866,196.00	(18,319.00)
	5400 OTHER EXPENSES	1,966.72	7,700.00	3,059.00	(4,641.00)
	5900 OTHER FINANCING USES	699,584.42			0.00
	5700 CAPITAL OUTLAYS	1,383,678.53	1,559,000.00	1,876,000.00	317,000.00
Total Department EQUIPMENT SERVICES:		(4,356,333.17)	(4,251,677.00)	(4,505,717.00)	(254,040.00)
CAPITAL PROJECTS					
	5700 CAPITAL OUTLAYS	(925,439.00)			0.00
Total Department CAPITAL PROJECTS:		925,439.00	0.00	0.00	0.00
Fund 661 - EQUIPMENT:					
TOTAL ESTIMATED REVENUES		3,998,189.40	4,128,652.00	3,965,000.00	(163,652.00)
TOTAL APPROPRIATIONS		3,527,488.25	4,357,090.00	4,611,130.00	254,040.00
NET OF REVENUES & APPROPRIATIONS:		470,701.15	(228,438.00)	(646,130.00)	(417,692.00)
BEG. FUND BALANCE		5,086,925.36	5,086,925.36	5,086,925.36	0.00
END FUND BALANCE		5,557,626.51	4,858,487.36	4,440,795.36	(417,692.00)
Fund: 677 GENERAL INSURANCE					
677-000-642-004652	REIMBURSEMENT RETIREE HEALTHCARE	1,041,359.46	1,750,000.00	1,750,000.00	0.00
677-000-665-004970	INTEREST INCOME	2,215.49	8,000.00	8,000.00	0.00
677-000-674	CONTRIBUTIONS	375,260.25	390,264.00	390,264.00	0.00
677-000-677-004807	COBRA RECEIPTS		5,000.00	5,000.00	0.00
677-000-684-004800	MISC. & SUNDRY	2,935.39	3,000.00	3,000.00	0.00
677-000-692	INTERDEPT.CHARGES	4,310,936.27	4,531,402.00	4,531,402.00	0.00
Total Department :		5,732,706.86	6,687,666.00	6,687,666.00	0.00
INSURANCE SERVICES					
	5100 SALARIES & BENEFITS	72,855.85	67,125.00	67,125.00	0.00
	5300 CONTRACTUAL SERVICES	6,410,935.92	6,642,336.00	6,642,336.00	0.00
	5200 SUPPLIES	1,147.99	1,575.00	1,575.00	0.00
	5400 OTHER EXPENSES	40,124.56	57,850.00	57,850.00	0.00
	5700 CAPITAL OUTLAYS	689.00			0.00
Total Department INSURANCE SERVICES:		(6,525,753.32)	(6,768,886.00)	(6,768,886.00)	0.00
Fund 677 - GENERAL INSURANCE:					
TOTAL ESTIMATED REVENUES		5,732,706.86	6,687,666.00	6,687,666.00	0.00
TOTAL APPROPRIATIONS		6,525,753.32	6,768,886.00	6,768,886.00	0.00
NET OF REVENUES & APPROPRIATIONS:		(793,046.46)	(81,220.00)	(81,220.00)	0.00
BEG. FUND BALANCE		1,407,423.75	1,407,423.75	1,407,423.75	0.00
END FUND BALANCE		614,377.29	1,326,203.75	1,326,203.75	0.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Amendment to Construction Services for McGraft Courts							
Submitted by: Kyle Karczewski, Parks and Recreation Director	Department: DPW- Parks							
<p>Brief Summary: Staff requests approval to sign an amendment to Midwest Construction's contract in the amount of \$48,227 for the addition of 2 tennis court renovations at McGraft Park.</p>								
<p>Detailed Summary & Background: The McGraft Park Improvements project currently includes the construction of eight new pickleball courts. During pre-construction discussions, staff identified an opportunity to renovate the two existing tennis courts at the same time the contractor is mobilized on site. Originally, the tennis courts were not estimated to fit into the McGraft park improvement budget. The plan was to blast and repaint lines through smaller projects/contractors. However, with the project coming in under budget, we have the opportunity to add 2 high-quality renovated tennis courts to this project within budget.</p> <p>The proposed amendment with Midwest Construction Group, in the amount of \$48,227, will provide for resurfacing and repainting of the two tennis courts, as well as the installation of new tennis nets and posts. A credit was applied for tennis court cleaning that was included in the original contract scope, reducing the overall cost of the additional work. Completing the tennis court renovations concurrently with the pickleball court project will improve the overall quality and appearance of the facility, provide a consistent playing surface throughout the complex, and avoid the need for a separate future construction project with associated mobilization costs. The improvements will extend the useful life of the courts, enhance recreational opportunities for residents, and maximize the City's investment in McGraft Park. This cost is 12% of the total project cost while adding 33% more court.</p>								
<p>Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life</p>								
<p>Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:</p>								
<p>Amount Requested: \$48,227</p>	<p>Budgeted Item:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
<p>Fund(s) or Account(s): 482 ARPA</p>	<p>Budget Amendment Needed:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
<p>Recommended Motion:</p>								

Authorize staff to approve a contract amendment with Midwest Construction Group in the amount of \$48,227 for additional tennis court renovations at McGraft Park

Approvals:

Immediate Division Head	<input checked="" type="checkbox"/>	
Information Technology	<input type="checkbox"/>	
Other Division Heads	<input type="checkbox"/>	
Communication	<input type="checkbox"/>	
Legal Review	<input type="checkbox"/>	

Name the Policy/Ordinance Followed:



Midwest Construction Group
 16 S Elm St.
 Zeeland, Michigan 49464
 P: (616) 772-6070
 F: (616) 772-6073

Project: 26012 - McGraft Park Improvements
 2204 Wickham Rd
 Muskegon, Michigan 49441

CHANGE EVENT #001 - CR001- 26012- McGraft Park- Additional Tennis Court Resurfacing

Origin: Meeting #1: Pre-Construction
Date Created: 5/27/2026
Status: Open
Type: Owner Change
Description: Per discussions with Marlena and at the Precon meeting 4/29 the Client would like pricing put together for resurfacing/repainting the two tennis courts. A credit for cleaning the tennis court has been given because it was included in the original contract. Cost also includes new nets and posts.
Attachments: [CR001- 26012- McGraft Park- Additional Tennis Court Resurfacing.pdf](#)

Created By: Kaylyn Ledford
Scope: Out of Scope
Change Reason: Client Request

CHANGE EVENT LINE ITEMS

Budget Code	Vendor / Contract	UOM	Revenue					Cost					Over/ Under	Budget Mod.	
			QTY	Unit Cost	ROM	Prime	PCO	Latest Price	QTY	Unit Cost	ROM	RFQ			Commit.
10-750.O General Business Service.Other	Spartan Sport Services 26012-107		0.0	\$0.00	\$48,803.00	\$43,222.67	\$43,222.67		\$	\$48,803.00			\$48,803.00		
Description: Additional Tennis Court Resurfacing															
10-750.O General Business Service.Other	Midwest Construction Group, Inc.			\$	(\$4,960.00)	(\$4,960.00)	(\$4,960.00)		\$	(\$4,960.00)			(\$4,960.00)		
Description: Tennis Court Cleaning Credit															
21-001.O Profit.Other	Midwest Construction Group, Inc.		0.0	\$0.00	\$4,384.00	\$3,826.00	\$3,826.00		\$	\$4,384.00			\$4,384.00		
Description: Overhead & Profit															
Grand Totals					\$48,227.00	\$42,088.67	\$42,088.67		\$	\$48,227.00	\$0.00	\$0.00	\$48,227.00	(\$6,138.33)	\$0.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Appointment to the District Library Board															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: Appointments to the District Library Board are made on the library's recommendation. The library is recommending the reappointment of Brad Hastings for a term expiring June 30, 2030.																
Detailed Summary & Background: Brad Hastings appointment is set to expire on June 30, 2026. The District Library Board has recommended to re-appoint Brad Hastings until June 30, 2030.																
Goal/Action Item:																
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Recommended Motion: To appoint Brad Hastings to the District Library Board with a term expiring June 30, 2030.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Communication</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Legal Review</td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	Immediate Division Head	<input type="checkbox"/>		Information Technology	<input type="checkbox"/>		Other Division Heads	<input type="checkbox"/>		Communication	<input type="checkbox"/>		Legal Review	<input type="checkbox"/>		Name the Policy/Ordinance Followed:
Immediate Division Head	<input type="checkbox"/>															
Information Technology	<input type="checkbox"/>															
Other Division Heads	<input type="checkbox"/>															
Communication	<input type="checkbox"/>															
Legal Review	<input type="checkbox"/>															



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Disability Pride Month Resolution															
Submitted by:	Department: Commissioner Request															
Brief Summary: To adopt a resolution recognizing July as Disability Pride Month.																
Detailed Summary & Background:																
Goal/Action Item: 2027 GOAL 3: COMMUNITY CONNECTION - More connected and cohesive community																
Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:																
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Fund(s) or Account(s): n/a	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">No</td> <td style="width: 25%;"><input type="checkbox"/></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"><input checked="" type="checkbox"/></td> <td style="width: 25%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Recommended Motion: Adopt a resolution recognizing July as Disability Pride Month and to allow for the displaying of the history and information on Disability Pride and disability resources in the lobby of City Hall.																
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 15%;"><input type="checkbox"/></td> <td style="width: 15%;"></td> </tr> <tr> <td>Information Technology</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Communication</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Legal Review</td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	Immediate Division Head	<input type="checkbox"/>		Information Technology	<input type="checkbox"/>		Other Division Heads	<input type="checkbox"/>		Communication	<input type="checkbox"/>		Legal Review	<input type="checkbox"/>		Name the Policy/Ordinance Followed: Commission Handbook, Rules of the Commission, Section G.1. (Agenda Preparation)
Immediate Division Head	<input type="checkbox"/>															
Information Technology	<input type="checkbox"/>															
Other Division Heads	<input type="checkbox"/>															
Communication	<input type="checkbox"/>															
Legal Review	<input type="checkbox"/>															

Resolution Honoring July as Disability Pride Month

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), over 70 million people in the United States have a disability; and

WHEREAS, according to the Disability & Health Data System (DHDS) 2,189,958 or 1 in 4 adult Michiganders have a disability; and

WHEREAS, the Americans with Disabilities Act (ADA) was signed into law on July, 26th 1990; and

WHEREAS, disabled people continue to face discrimination, inequities, and societal stigmas; and

WHEREAS, disabled people live full, vibrant, and meaningful lives, contributing to our nation and our great city; and

WHEREAS, disabled people deserve the respect like all other peoples of our city, no more, no less; and

WHEREAS, "Disability Pride Day" was first celebrated in 1990 in Boston and has since expanded to communities all across the country during the month of July; and

WHEREAS, "Disability Pride Month" provides an opportunity for Muskegon residents and all Americans to learn more about the history, inequities, and value the disabled community brings to the country. As well as the opportunity for city government to take an active role in looking at ableism and enacting policies that support and acknowledge our disabled citizens;

NOW, THEREFORE, BE IT RESOLVED that the City Commission respectfully honors and acknowledges July as Disability Pride Month by:

A) adopting this resolution, and B) displaying the history and information on Disability Pride and disability resources in the lobby of City Hall, and C) Flying the Disability Pride flag at City Hall

The Foregoing resolution was offered by Commissioner Kochin, supported by Commissioner Kilgo, and same was passed at a general session of the City of Muskegon City Commission, with the vote as follows:

Yeas:

Nays:

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 June 23, 2026.

By: _____
Ken Johnson, Muskegon City Mayor

By: _____
Ann Marie Meisch, Muskegon City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Annual Action Plan Budget 2026									
Submitted by: Sharonda Carson, CNS Director	Department: Community & Neighborhood Services									
Brief Summary: The budgets for both CDBG and HOME funds are attached for your review and consent.										
Detailed Summary & Background: The Annual Action Plan Budgets are presented to the Commission for approval based on the Department of Housing and Urban Development (HUD) appropriations for FY2026. The Community Planning and Development (CPD) office-funded programs are Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) and the allocations total \$1,113,814 for eligible programs administered by the office of Community and Neighborhood Services.										
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: CDBG - \$ 894,869.00 HOME - \$ 235,945.23	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>				
Fund(s) or Account(s): 472 and 473	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 15%;">No</td> <td style="width: 10%;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">N/A</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 10%;"><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>		
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>				
Recommended Motion: To approve the 2026 Annual Action Plan Budgets for CDBG and HOME Programs as presented										
Approvals: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> </table>	Immediate Division Head	<input checked="" type="checkbox"/>		Information Technology	<input type="checkbox"/>		Other Division Heads	<input type="checkbox"/>		Name the Policy/Ordinance Followed: City of Muskegon
Immediate Division Head	<input checked="" type="checkbox"/>									
Information Technology	<input type="checkbox"/>									
Other Division Heads	<input type="checkbox"/>									

Communication			
Legal Review			

CDBG Organization/Agency	2026 (DRAFT)
PUBLIC SERVICES	
Kid Power of Produce	\$ 20,000.00
Homebuyers Education	\$ 41,575.00
Youth Programming	\$ 10,000.00
PUBLIC FACILITIES/ IMPROVEMENTS	
Fire Station Bond	\$ 180,000.00
Neighborhood Improvement	\$ 5,000.00
GENERAL PROGRAMMING	
Priority Home Repair	\$ 210,628.00
Residential Façade	\$ 148,693.00
ADMINISTRATION	
Service Delivery	\$ 100,000.00
Admin	\$ 178,973.00
TOTAL	\$894,869.00

HOME Organization/Agency	2026 (DRAFT)
Rehab Construction	\$ 176,960.00
Community Dev. Housing	\$ 35,391.00
Admin	\$ 23,594.00
TOTAL	\$ 235,945.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: HBA Referral, Case A - EN2204438 - 1300 Langeland Ave.				
Submitted by: Steven Stout, Housing Board of Appeals	Department: Public Safety				
<p>Brief Summary: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure is unsafe, substandard, public nuisance and that it be demolished. 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.</p>					
<p>Detailed Summary & Background: The residence has been without a roof for several years. In 2022, the roofing contractor passed away before completing the work, and the funds paid for the project were not returned. Dangerous Building Inspector Scott Kiaunis previously spoke with the owner, who indicated financial hardship. Mr. Kiaunis advised the owner to contact CNS to explore potential assistance programs.</p> <p>Scott Kiaunis last communicated with the owner in September 2023. No current telephone number for the owner is available in the City's records.</p> <p>As of March 17, 2026, no permit had been obtained for roof replacement. The roof structure remains exposed, with deteriorated tarps providing inadequate protection. The tarps have significantly deteriorated, leaving sections of exposed wood decking vulnerable to further damage from the elements.</p>					
<p>Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life</p>					
<p>Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:</p>					
<p>Amount Requested: Bids</p>	<p>Budgeted Item:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
<p>Fund(s) or Account(s): Fund(s) or Account(s)</p>	<p>Budget Amendment Needed:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">x</td> </tr> </table>	Yes	No	N/A	x
Yes	No	N/A	x		
<p>Recommended Motion: To concur with the Housing Board of Appeals decision to demolish 1300 Langeland Avenue.</p>					

Approvals:

Immediate Division Head	<input checked="" type="checkbox"/>	
Information Technology	<input type="checkbox"/>	
Other Division Heads	<input type="checkbox"/>	
Communication	<input type="checkbox"/>	
Legal Review	<input type="checkbox"/>	

Name the Policy/Ordinance Followed:

Sec.10-81 & Sec.10-371 through 10-382

CASE: 1300 LANGLAND
1 EN2204438
Owner: Bernard Brown
1363 Kingsley, Muskegon Mi.

The Roof on the residence was removed several years ago. This was the complete roof. The roofer passed away and the money for the roof was not returned. This problem occurred in 2022. Scott had spoken to the owner, who claimed financial hardship. Scott advised him to talk to CNS for possible assistance. Scott last spoke to the owner in Sept of 2023. There is no contact telephone number in the system. As of 3-17-26, There has been no permit pulled for the roof. The Roof is rotting away and has had tarps on it for years. The tarps are also rotting away. There is exposed boards with nothing covering them.

Recommendation for 1300 Langland. This residence has been open to the elements for years. This home needs to be demolished.



Complaint Notice:

The complaint notice was issued on 10-3-2022.

Notice & Order:

Was issued on 1-18-2023, and sent to the owner.

On 3-22-2023 a Notice of HBA Hearing was sent to the owner for a hearing on 4-6-23.

On 4-18-23 a notice of HBA Hearing was sent on 4-18-23. The hearing was set for 5-4-23.

A notice of the HBA case was tabled on 5-8-23 for 30 days.

On 10-18-23, A notice of Dangerous Building Inspection Report was sent to the owner.

A Notice was sent to the owner for another HBA Meeting date for 7-6-23.

On 7-21-23, A notice was sent to the owner for an HBA hearing for 8-3-23.

On 8-21-23, A notice of hearing was sent to the owner for 10-7-23.

On 9-11-23, An order to demolish the structure was sent to the owner. The notice was from a meeting on 9-7-23.

On 3-11-26, I sent a Notice and Order to the owner to get an ALL Trades inspection and or demolish the

home.

All Notices are sent first class mail, and posted to the structure.

Additional Information:

- This is a 816 Square foot home.
- Single story, block structure home.
- The home was built in 1948.
- SEV & Taxable value \$36,700 and \$21,500.
- Current delinquent property taxes are \$2,220.00.
- Staff estimates about 100, Thousand dollars to fix the home.
- The home is located in the East Muskegon Neighborhood.



3.19.2026 16:08



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: HBA Referral, Case B - EN1901362 - 965 Scott Street								
Submitted by: Steven Stout, Housing Board of Appeals	Department: Public Safety								
<p>Brief Summary: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure is unsafe, substandard, a public nuisance and that it be demolished within 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.</p>									
<p>Detailed Summary & Background: The subject property is a two-story wood-frame residence that appears to be vacant and in a state of significant deterioration. The front porch is extensively rotted and has begun to collapse inward. The foundation shows signs of failure, and the roof is in deteriorated condition.</p> <p>Several windows are broken, and an upper-story window is missing entirely, leaving the interior exposed to the elements. Portions of the exterior siding are missing or severely deteriorated due to rot. The overall condition of the structure indicates a lack of maintenance and ongoing deterioration.</p>									
<p>Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life</p>									
<p>Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:</p>									
<p>Amount Requested: Bids</p>	<p>Budgeted Item:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		x	
Yes		No		N/A		x			
<p>Fund(s) or Account(s): Fund(s) or Account(s):</p>	<p>Budget Amendment Needed:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%;">No</td> <td style="width: 25%;"></td> <td style="width: 25%;">N/A</td> <td style="width: 25%;"></td> <td style="width: 25%;">x</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No		N/A		x	
Yes		No		N/A		x			
<p>Recommended Motion: To concur with the Housing Board of Appeals decision to demolish 965 Scott Street.</p>									
<p>Approvals:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">x</td> <td style="width: 20%;"></td> </tr> </table>	Immediate Division Head	x		<p>Name the Policy/Ordinance Followed: Sec.10-81 & Sec.10-371 through 10-382</p>					
Immediate Division Head	x								

Information Technology		
Other Division Heads		
Communication		
Legal Review		

Case

2

NESBARY DIAMONTE M
4006 DIVISION AVE S
GRAND RAPIDS, MI 49548

EN1901362-965 Scott St.

Information:

5-9-2019, Staff received a complaint regarding the condition of a single story home. Staff performed an exterior inspection of the home. Several deficiencies were noted, including : A failing foundation. There was missing/cracked mortar, rotten front porch and deck framing. There is rotten and collapsing roof framing. There is rotten and missing exterior siding and trim. The window frames are rotten and broken. The upstairs, east side window is completely missing. The house is currently registered as vacant.

Complaint Notice:

A complaint notice was sent on 6-18-19.

A Dangerous Building Inspection report was sent on 6-18-19.

Notice and Order:

On 6-19-19, A Notice and Order was sent and posted.

On 6-28-19, A 10 Day Notice of HBA was sent and posted.

On 7-12-19, A Notice of Determination was sent and posted.

On 12-21-21, A 10 Day Notice of Hearing was sent and posted.

On 1-7-22 The HBA case was tabled.



On 11-1-22, a Notice of HBA was sent and posted.
On 12-2-22, A notice of HBA determination was sent and posted.
On 2-26-26, A Notice of HBA was sent and posted.
All notices are sent First Class and Certified Mail and posted.

PERMITS:

ELECTRICAL PERMIT:11-7-23, Permit finalized on 11-14-23.
No structural building permits have been issued.

Contact with Owner:

Notices have been sent and owner has responded in person.

Owner stated in June of 2019, that he would be applying for a building permit as soon as possible. Building Permit was applied for in July 2020 for a roof tear off and re-roof. The permit was canceled due to no work being accomplished or inspections scheduled. To date, no permits have been applied for.

ADDITIONAL INFORMATION:

- This is a 2 story home , 1331 square feet with a basement and a detached garage.
- SEV is \$41,500.00, The taxable value is \$13,069.00.
- Home was built in 1957.
- Current property taxes due is zero.
- Staff estimates the cost to repair the interior and exterior of the home at about \$40,000.00.
- Enforcements from the City are \$977.00.
- The home is in the Angell neighborhood.





12.18.2025 10:56



12.18.2025 10:56



12.18.2025 10:56



12.18.2025 10:56



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: June 23, 2026	Title: Nelson House Purchase Offers						
Submitted by: Jamie Pesch, Planner	Department: Planning						
<p>Brief Summary: Four written purchase offers were received for the Nelson House. Staff is requesting that the City Commission endorse the recommendation of staff and authorize the realtor and City staff to negotiate a sale agreement with Tobin Bailey and Jesus G. Paz-Soto.</p>							
<p>Detailed Summary & Background: The Nelson House was officially listed on the MLS with realtor Tim Updyke beginning on April 8, 2026 with offers due two months later on June 8, 2026. The house was listed at \$150,000 and all written offers received matched that reserve price. Following evaluation of each offer and discussion with the realtor, staff is requesting that the City Commission endorse the recommendation of staff and authorize the realtor and City staff to negotiate a sale agreement for the Nelson House with Tobin Bailey and Jesus G. Paz-Soto.</p>							
<p>Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business - Diverse housing types</p>							
<p>Is this a repeat item?: Explain what change has been made to justify bringing it back to Commission:</p>							
<p>Amount Requested: N/A</p>	<p>Budgeted Item:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">X</td> </tr> </table>	Yes	No	N/A	X		
Yes	No	N/A	X				
<p>Fund(s) or Account(s): N/A</p>	<p>Budget Amendment Needed:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%; text-align: center;">N/A</td> <td style="width: 25%; text-align: center;">X</td> </tr> </table>	Yes	No	N/A	X		
Yes	No	N/A	X				
<p>Recommended Motion: I move to endorse the recommendation of staff and authorize the realtor and City staff to negotiate a sale agreement for the Nelson House with Tobin Bailey and Jesus G. Paz-Soto.</p>							
<p>Approvals:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Immediate Division Head</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 20%;"></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> </table>	Immediate Division Head	X		Information Technology			<p>Name the Policy/Ordinance Followed: N/A</p>
Immediate Division Head	X						
Information Technology							

Other Division Heads			
Communication			
Legal Review			

Buyer agent/Brokerage	Buyers name(s)	Type of financing	Offer price	EMD Amount	Closing date	Inspection waived?	Contingent?	LOI included?	
Eric Ratkiewicz/Medendrop	Tobin Bailey & Jesus G Paz-Soto	Cash	\$150,000	\$7,500	7-2-2026	YES	NO	Yes	
Taylor Fortenbacher	Jacqueline Hill & Andrew Vorpage	FHA 203K	\$150,000	\$1,500	8-26-2026	No	Yes	Yes	
Wrote directly with me	Tyler Pavlik	Cash/Crypto	\$150,000	\$2,000	7-9-2026	Yes	No	Yes	
Wrote Directly with me	Geoffrey Dietz	Conventional/cash	\$150,000	\$10,000	7-9-2026	Yes	No	Yes	
Verbal offer to me	Ratan	Cash	\$100,000	NA	NA	Yes	No	No	Discuss

Nelson House Purchase Agreement

Tobin Bailey and Jesus G. Paz-Soto

MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 06/08/2026 (time) MLS # 26013978

SELLING OFFICE: Medendorp Real Estate Group Lakeshore REALTOR@ PHONE: 231.777.7355

LISTING OFFICE: Five Star Real Estate

LISTING AGENT: Timothy Updyke REALTOR@ PHONE: 2312153242

1. Effective Date: This Agreement is effective on the date Seller's acceptance of Buyer's offer is delivered to Buyer or Buyer's Agent, or the date Buyer's acceptance of any counteroffer is delivered to the Seller or Seller's Agent, as the case may be, and this date will hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time where the Property is located.

2. Agency Disclosure: The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (choose one):
[] Agent/Subagent of Seller [X] Buyer's Agent [] Dual Agent (with written, informed consent of both Buyer and Seller)
[] Transaction Coordinator

Primary Selling Agent Name: David Medendorp Email: dave@sellmuskegon.com
Alternate Selling Agent Name: Eric Ratkiewicz Email: eric@sellmuskegon.com

3. Seller's Disclosure Statement: (This paragraph applies to sales of one-to-four family residential units.)
[X] Buyer has received the Seller's Disclosure Statement, dated: 04/02/2026
[] Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions:
[] Seller is exempt from the requirements of the Seller Disclosure Act.
Seller agrees to promptly inform Buyer in writing of any changes in the content of the Seller's Disclosure Statement.

4. Lead-Based Paint Addendum: Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. Property Description: Buyer offers to buy the Property located in the [X] City [] Village [] Township of Muskegon
County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code):
382 W Muskegon Ave, Muskegon, MI 49440

with the following legal description and tax parcel ID numbers:
CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 24.75 FT LOT 9 & NLY 55 FT LOT 8 BLK 336

PP# 24205336000800 ("Property")

The following paragraph applies only if the Property includes unplatted land:
Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated, however, Seller and/or REALTOR@ do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Property.

6. Purchase Price: Buyer offers to buy the Property for the sum of \$ 150000
one hundred fifty thousand U.S. Dollars

7. Seller Concessions, if any:

8. Terms: The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

[X] CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

Buyer's Initials [Handwritten initials]

Seller's Initials [Empty box]

NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ type _____ (year) mortgage in the amount of _____ % of the Purchase Price bearing interest at a rate not to exceed _____ % per annum (rate at time of loan application), on or before the date of closing. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ days after the Effective Date, not to impair Buyer's credit after the Effective Date. Seller Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing.

Buyer agrees does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.

Exceptions: _____

SELLER FINANCING (choose one of the following): CONTRACT or PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller will have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller will have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$ _____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

Exceptions: _____

EQUITY (choose one of the following): Formal Assumption or Informal Assumption
Upon execution and delivery of: Warranty Deed subject to existing mortgage OR Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions: _____

OTHER: _____

9. **Appraisal:** If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender ("Appraisal") is less than the Purchase Price, Buyer may within three (3) days after Buyer has received the Appraisal, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above-referenced time period, then Buyer will be deemed to have accepted the Appraisal as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller will be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions: _____

10. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at: _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer will receive a refund of any Earnest Money Deposit.


IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____.

Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded.

Exceptions: _____

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/08/2026
Date

 Buyer's Initials

Buyer's Initials



Seller's Initials

11. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**
 All items to remain in house from beginning of showings.

but does not include:

12. **Rented Items:** If there are any rented improvements or fixtures (e.g. water softener, propane tank, water heater, security system, etc.) which are now in or on the Property, Seller agrees to provide Buyer a copy of any rental agreements showing terms and payment obligations within three (3) days of the Effective Date. If Seller does not provide any rental agreements within 3 days, then Seller represents that no improvements or fixtures are rented.

13. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and will not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions: _____

14. **Assessments (choose one):**

If the Property is subject to any assessments,

Seller will pay the entire balance of any such assessments that are due and payable on or before the date of closing (regardless of any installment arrangements), except for any fees that are required for future connection to public utilities.

Seller will pay all installments of such assessments that become due and payable on or before the date of closing. Buyer will assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

15. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

No proration. (Choose one):

Buyer Seller will pay taxes billed summer _____ (year)
 Buyer Seller will pay taxes billed winter _____ (year)

Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

Fiscal Year Proration – Taxes will be prorated as though they are paid in (choose one): advance. arrears.
 Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Exceptions: _____

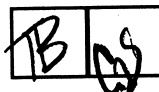
16. **Well/Septic:** Within ten (10) days after the Effective Date, (choose one) Seller or Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this

382 W Muskegon Ave, Muskegon, MI 49440
 Subject Property Address/Description

06/08/2026

Date Time

Buyer's Initials 

Buyer's Initials

Seller's Initials 

Seller's Initials

Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Exceptions: City Water/Sewer

17. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) whether or not the Property is in a flood zone, and (iv) rented items disclosed by Seller per the Rented Items paragraph and whether such rented items are acceptable to Buyer.

All inspections and investigations will be completed within ____ days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions: _____

18. Title Insurance: Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price will be ordered by Seller within **five (5) days** after the Effective Date and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including supporting documents and a real estate tax status report, will be made available to Buyer promptly upon receipt. . If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance will be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days after Buyer has received the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Exceptions: Transnation Title Agency

19. Property Survey: Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

Buyer or Seller (choose one) will within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, if Buyer objects to any conditions, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, Buyer may, within three (3) days after Buyer has received the Survey, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Property Survey as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement and will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer will be deemed to have accepted the boundaries of the Property and the location of such improvements thereon.

Exceptions: _____

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/08/2026
Date

Time

 Buyer's Initials

 Seller's Initials

20. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.
21. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties.
 Exceptions: _____
22. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.
23. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 07/02/2026. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee(s), if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

24. **Pre-Closing Walk-Through:** Buyer (choose one) reserves waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer will immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

25. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.
 At the completion of the closing of the sale.
 At _____ a.m. p.m. on the _____ day after completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ _____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment will be made in the form of cash or certified funds.

For purposes of determining possession, the transaction will be considered closed once all necessary documents have been signed and received by escrow agent and funds have been received by the escrow agent.

If Seller fails to deliver possession to Buyer on the agreed date, Seller will become a tenant at sufferance and will pay to Buyer as liquidated damages \$ _____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Seller will also be responsible for snow removal and/or landscape maintenance. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller will deliver the Property free of trash and debris and in broom-clean condition, will remove all personal property (unless otherwise stated in this or an additional written agreement), will make arrangements for final payment on all utilities, and will deliver all keys to Buyer.

Buyer and Seller will sign the *Michigan Regional Temporary Occupancy Agreement* on or before the date of closing.

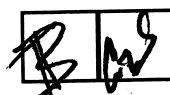
Exceptions:

26. **Earnest Money Deposit:** An Earnest Money Deposit in the amount of \$ _____ 7500 will be submitted to _____ Transnation Title Agency - upon accepted offer _____ (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and will be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Buyer is entitled to a refund of the Earnest Money Deposit. In such event, Buyer and Seller agree to sign a written disbursement agreement directing how the Earnest Money Deposit will be disbursed. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions

382 W Muskegon Ave, Muskegon, MI 49440
 Subject Property Address/Description

06/08/2026
 Date

Time

 Buyer's Initials

Buyer's Initials

Seller's Initials

by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement will control.

27. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate licensee (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

28. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

29. **Other Provisions:**

The Seller agrees to pay 3% of commission to Medendorp Real Estate Group.

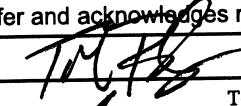
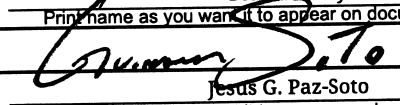
30. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

31. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means will be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

32. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

33. **Expiration:** For valuable consideration, Buyer gives Seller until 12 pm (time) on 06/26/2026 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller.

34. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

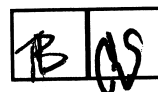
Buyer 1 Address	<input type="text"/>	X		Buyer
Buyer 1 Phone: (Res.)	_____ (Bus.) _____		Tobin Bailey	
			Print name as you want it to appear on documents.	
Buyer 2 Address	<input type="text"/>	X		Buyer
Buyer 2 Phone: (Res.)	_____ (Bus.) _____		Jesus G. Paz-Soto	
			Print name as you want it to appear on documents.	

35. **Seller's Response:** The above offer is accepted: As written. As written except:

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/08/2026
Date

Time

 Buyer's Initials

Seller's Initials

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

36. **Seller's Acceptance and Acknowledgment:** Seller accepts the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): _____

Is Seller a U.S. Citizen or Resident Alien? Yes No*

Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____

Is Seller a U.S. Citizen or Resident Alien? Yes No*

Print name as you want it to appear on documents.

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus) _____

* If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____

X (Buyer's Signature, Date, Time): _____

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counteroffer.

X (Seller's Signature, Date, Time): _____

X (Seller's Signature, Date, Time): _____

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/08/2026
Date

Time

The Honorable Members of the City Commission
City of Muskegon
933 Terrace Street
Muskegon, MI 49440

LETTER OF INTENT

Regarding the Purchase of 382 W Muskegon Avenue, Muskegon, MI 49440
Date: May 22, 2026

Dear Mr. Updyke and City Commissioners,

Thank you for the opportunity to present our interest in the purchase of the property located at 382 W. Muskegon Avenue, Muskegon, MI 49440.

After touring the home several times, my spouse and I have developed a sincere appreciation for the character, craftsmanship and significance of this residence, originally built in 1869, in what is now Hackley Park. We have consulted with the Hackley Public Library/Torrent Local History Archive to learn more about it's history to gain an understanding of the time/place/purpose of the original construction. We understand the importance and support preserving homes within the historic district and recognize the role this property plays in maintaining the architectural integrity and heritage of the Nelson neighborhood and City of Muskegon overall. We will continue to pursue this research and hope to locate additional photo documentation of both interior and exterior features.

Additionally, we have researched the Italianate architectural movement and how this home represents many of the typical characteristics. These include a low-pitched roof, wide eaves with decorative brackets, tall narrow windows and ornate detailing. An external color palette will be researched and reviewed with the Historic District Commission, and we do not expect the footprint of the original structure to change significantly. Minimal interior layout changes may be made to support modern conveniences and lifestyle.

Our intention is to preserve and restore the home to its original use as a private residence (occupied by my spouse and aging parents) while respectfully maintaining its historic character. We value the original features and charm of the property and will work cooperatively with the Historic District Commission to plan future improvements and restoration efforts that will be in-line with the Muskegon Homeowners' and Citizens' Guide for Historic Preservation and the Historic District Ordinance of the City of Muskegon.

We are not approaching this as a redevelopment or speculative project, but rather as long-term ownership with appreciation for the home's history and ongoing contribution to the community.

We have previously done complete renovations on two properties and after a thorough review of this home and its current condition, we understand that a significant investment will be required

to restore this property to its former glory. To achieve this, we will focus on using locally based tradesmen and talent and welcome any recommendations from the City of Muskegon. With conservation and energy efficiency in mind, our initial plans include the:

- Complete replacement of all existing electric systems (estimated obtained)
- Complete replacement of all existing plumbing infrastructure (estimate obtained)
- Installation of all new, efficient HVAC systems (2) (estimate obtained)
- Connection to public utilities (power, gas, water, sewer, Internet) (estimate obtained)
- Insulation
- Replacement of 42 windows (or possible, but unlikely, restoration) to match existing configuration/style
- Exterior restoration/repair while maintaining current architectural detail and fixing more recent, inappropriate modifications where feasible (including detail lost near the eaves/roofline due to past repainting)
- Landscaping and lighting that is warm, appropriate and lush that will beautify this important City corridor

We are planning on submitting an offer for the full list price of the property prior to the deadline. Reflecting on the substantial downtown Muskegon revitalization over the past 10-15 years, and the ongoing efforts, we want to be active participants in these efforts. We are passionate about the revitalization of downtown Muskegon and providing ongoing visitation/usage of local businesses.

We appreciate your consideration and look forward to working together toward a successful transaction.

Sincerely,

Tobin Bailey
Jesus G. Paz-Soto

Good afternoon, Tobin. Last login was Apr 01, 2026 9:59 a.m. ET



Your retirement dashboard just got smarter

We've made it easier to track your savings, set goals, and stay informed — all in one place. With simpler navigation, a clear account view, personalized forecast, and smart alerts, your new dashboard puts you in control of your retirement.

TOTAL BALANCE >

\$290,113.84

As of Apr 7, 2026

24.6%

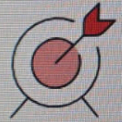
Rate of Return >



1 Y 3 Y 5 Y ALL

MY FORECAST ⓘ

Do you know if you're on target to retire?



Check now

ACCOUNTS ⓘ

ACTIVITY

COMPLETED

EXPAND ALL / COLLAPSE ALL

Assets 3 account(s)

EDIT	TOTALS:	AVAILABLE MARGIN	AVAILABLE CASH	BALANCE
		\$0.00	\$48,099.49	\$862,647.94
+ Tobin Bailey Trust xxxxD987 checking account ending in 6518				
EDIT PORTFOLIO STATEMENTS		\$0.00	\$30,264.77	\$30,264.57
+ Tobin Cap Access xxxXM357 checking account ending in 6813				
EDIT PORTFOLIO STATEMENTS		N/A	\$14,238.53	\$175,748.73
+ Tobin SEP IRA				
EDIT PORTFOLIO STATEMENTS		N/A	\$3,596.19	\$656,634.64

As of 04/09/2026 11:39 AM ET.



MICHIGAN REGIONAL COMPENSATION AGREEMENT BETWEEN BROKERS



Agreement Date: 06/08/2026 ("Effective Date") Expiration Date: _____ ("Term")

Property Address: 382 W Muskegon Ave, Muskegon, MI 49440 ("Property")

Seller(s): City Of Muskegon ("Seller")

Listing Brokerage: Five Star Real Estate ("Listing Broker") Brokerage Phone: _____
Listing Agent Name: Timothy Updyke Agent Phone: 2312153242 Agent Email: timupdykerealty@gmail.com

Name of Buyer(s): Tobin Bailey and Jesus G. Paz-Soto ("Buyer")

Buyer's Brokerage: Medendorp Real Estate Group Lakeshore ("Buyer's Broker") Brokerage Phone: _____
Selling Agent Name: Eric Ratkiewicz and David Medendorp Agent Phone: 231.777.7355 Agent Email: eric@sellmuskegon.com, dave@sellmuskegon.com

1. **COMPENSATION:** In the event all of the conditions set forth in paragraph 2 below are satisfied, Listing Broker agrees to pay Buyer's Broker as follows:

3 % of the purchase price of the Property

\$ _____

2. **OBLIGATION TO PAY:** Listing Broker's obligation to pay Buyer's Broker will be conditioned upon satisfaction of ALL of the following conditions:

- (a) Buyer submits an offer to purchase the Property through Buyer's Broker within the Term hereof, which offer results in a binding purchase agreement between Seller and Buyer (the "Real Estate Contract").
- (b) This fully signed Agreement is delivered prior to, or with the Buyer's offer to purchase.
- (c) Buyer's Broker represents Buyer through a successful closing on the Real Estate Contract.
- (d) Listing Broker is not obligated to pay Buyer's Broker if, through no fault of the Listing Broker, and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing Broker to collect its compensation under the Listing Broker's contract with the Seller.

3. **DUE & PAYABLE:** Amounts owing under this Agreement are earned and due and payable at the time the closing occurs.

4. **DISPUTE:** Any dispute or claims arising in connection with this Agreement will be submitted for binding arbitration pursuant to the Bylaws of the applicable Association of REALTORS.

5. **ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and may not be changed except by written agreement. This Agreement supersedes any prior agreement between the parties concerning the same subject matter.

6. **NOTICE:** The parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered by electronic mail. Any such communication will be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures will be deemed to be valid and binding upon the parties as if the original signatures were present in the documents in the handwriting of each party.

Five Star Real Estate
Listing Broker

By: _____
Authorized Signatory

Medendorp Real Estate Group Lakeshore
Buyer's Broker

By: *David Medendorp* _____
Authorized Signatory

dotloop verified
06/08/26 8:27 AM EDT
DWHZ-EOUR-03HN-2MIA

Nelson House Purchase Agreement

Tyler Pavlik

MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 06/11/2026, _____ (time) MLS # 26013978

SELLING OFFICE: Five Star Real Estate REALTOR® PHONE: 231-215-3242

LISTING OFFICE: Five Star Real Estate

LISTING AGENT: Tim Updyke REALTOR® PHONE: 231-215-3242

1. **Effective Date:** This Agreement is effective on the date Seller's acceptance of Buyer's offer is delivered to Buyer or Buyer's Agent, or the date Buyer's acceptance of any counteroffer is delivered to the Seller or Seller's Agent, as the case may be, and this date will hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time where the Property is located.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the *Disclosure Regarding Real Estate Agency Relationships*. The selling licensee is acting as (choose one):

- Agent/Subagent of Seller Buyer's Agent Dual Agent (with written, informed consent of both Buyer and Seller)
- Transaction Coordinator

Primary Selling Agent Name: _____ Email: _____
Alternate Selling Agent Name: _____ Email: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

- Buyer has received the *Seller's Disclosure Statement*, dated: 04/02/2026
- Buyer has not received the *Seller's Disclosure Statement*. Buyer may terminate this Agreement, in writing, any time prior to receipt of the *Seller's Disclosure Statement*. Once Buyer has received the *Seller's Disclosure Statement*, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
- Seller is exempt from the requirements of the Seller Disclosure Act.
Seller agrees to promptly inform Buyer in writing of any changes in the content of the Seller's Disclosure Statement.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the Property located in the City Village Township of Muskegon
County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code):
24-205-336-0008-00

with the following legal description and tax parcel ID numbers:
CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 24.75 FT LOT 9 & NLY 55 FT LOT 8 BLK 336

PP# _____ ("Property")

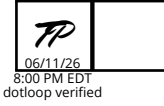
The following paragraph applies only if the Property includes unplatted land:
Seller agrees to grant Buyer at closing the right to make (insert number) Any division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated, however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Property.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 150,000
one hundred fifty thousand U.S. Dollars

7. **Seller Concessions**, if any:

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

- CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.



Buyer's Initials



Seller's Initials

NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ type _____ (year) mortgage in the amount of _____% of the Purchase Price bearing interest at a rate not to exceed _____% per annum (rate at time of loan application), on or before the date of closing. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ days after the Effective Date, not to impair Buyers' credit after the Effective Date. Seller Buyer will agree to pay an amount not to exceed \$_____ representing repairs required as a condition of financing.

Buyer agrees does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
Exceptions: _____

SELLER FINANCING (choose one of the following): CONTRACT or PURCHASE MONEY MORTGAGE
In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller will have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller will have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$_____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$_____ will be payable in monthly installments of \$_____ or more including interest at _____% per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

Exceptions: _____

EQUITY (choose one of the following): Formal Assumption or Informal Assumption
Upon execution and delivery of: Warranty Deed subject to existing mortgage OR Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$_____) between the Purchase Price above provided and the unpaid balance (approximately \$_____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions: _____

OTHER: _____

9. **Appraisal:** If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender ("Appraisal") is less than the Purchase Price, Buyer may within three (3) days after Buyer has received the Appraisal, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above-referenced time period, then Buyer will be deemed to have accepted the Appraisal as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller will be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions: _____


10. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

- IS NOT CONTINGENT** - is not contingent upon the sale or exchange of any other property by Buyer.
- IS CONTINGENT UPON CLOSING** - is contingent upon closing of an existing sale or exchange of Buyer's property located at: _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer will receive a refund of any Earnest Money Deposit.

- IS CONTINGENT UPON THE SALE AND CLOSING** - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded.

Exceptions: _____


06/11/26
8:00 PM EDT
dotloop verified

Buyer's Initials Seller's Initials

11. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

but does not include:

- 12. **Rented Items:** If there are any rented improvements or fixtures (e.g. water softener, propane tank, water heater, security system, etc.) which are now in or on the Property, Seller agrees to provide Buyer a copy of any rental agreements showing terms and payment obligations within three (3) days of the Effective Date. If Seller does not provide any rental agreements within 3 days, then Seller represents that no improvements or fixtures are rented.
- 13. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and will not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions: _____

14. **Assessments (choose one):**
If the Property is subject to any assessments,

- Seller will pay the entire balance of any such assessments that are due and payable on or before the date of closing (regardless of any installment arrangements), except for any fees that are required for future connection to public utilities.
- Seller will pay all installments of such assessments that become due and payable on or before the date of closing. Buyer will assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

15. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.


Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

- No proration. (Choose one):
 - Buyer Seller will pay taxes billed summer _____ (year)
 - Buyer Seller will pay taxes billed winter _____ (year)
 - Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.
 - Fiscal Year Proration – Taxes will be prorated as though they are paid in (choose one): advance. arrears.
Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.
- Exceptions: _____

16. **Well/Septic:** Within ten (10) days after the Effective Date, (choose one) Seller or Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this

Subject Property Address/Description 06/11/2026
Date Time

 06/11/26 8:00 PM EDT dotloop verified	Buyer's Initials	Seller's Initials
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Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Exceptions: NA city wate/sewer

17. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) whether or not the Property is in a flood zone, and (iv) rented items disclosed by Seller per the Rented Items paragraph and whether such rented items are acceptable to Buyer.

All inspections and investigations will be completed within ____ days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions: _____

18. Title Insurance: Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price will be ordered by Seller within **five (5) days** after the Effective Date and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including supporting documents and a real estate tax status report, will be made available to Buyer promptly upon receipt. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance will be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days after Buyer has received the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Exceptions: _____

19. Property Survey: Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.


Buyer or Seller (choose one) will within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, if Buyer objects to any conditions, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, Buyer may, within three (3) days after Buyer has received the Survey, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Property Survey as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement and will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer will be deemed to have accepted the boundaries of the Property and the location of such improvements thereon.

Exceptions: _____

Subject Property Address/Description _____ Date 06/11/2026 Time _____

 06/11/26 8:00 PM EDT dotloop verified	Buyer's Initials	Seller's Initials
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- 20. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.
- 21. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties.
Exceptions: _____
- 22. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.
- 23. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 07/09/2026. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee(s), if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

24. **Pre-Closing Walk-Through:** Buyer (choose one) reserves waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer will immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

25. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.
 At the completion of the closing of the sale.
 At _____ a.m. p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ _____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment will be made in the form of cash or certified funds.

For purposes of determining possession, the transaction will be considered closed once all necessary documents have been signed and received by escrow agent and funds have been received by the escrow agent.

If Seller fails to deliver possession to Buyer on the agreed date, Seller will become a tenant at sufferance and will pay to Buyer as liquidated damages \$ _____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Seller will also be responsible for snow removal and/or landscape maintenance. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller will deliver the Property free of trash and debris and in broom-clean condition, will remove all personal property (unless otherwise stated in this or an additional written agreement), will make arrangements for final payment on all utilities, and will deliver all keys to Buyer.

Buyer and Seller will sign the *Michigan Regional Temporary Occupancy Agreement* on or before the date of closing.
 Exceptions:

26. **Earnest Money Deposit:** An Earnest Money Deposit in the amount of \$ 2000 will be submitted to Five Star Real Estate (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and will be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Buyer is entitled to a refund of the Earnest Money Deposit. In such event, Buyer and Seller agree to sign a written disbursement agreement directing how the Earnest Money Deposit will be disbursed. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions



by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement will control.

- 27. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate licensee (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
- 28. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
- 29. **Other Provisions:**

Buyer to pay \$345 broker admin fee to Five Star Real estate upon closing

- 30. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
- 31. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means will be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
- 32. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.
- 33. **Expiration:** For valuable consideration, Buyer gives Seller until 5pm (time) on 06/30/2026 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller.

34. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address: X   Buyer

Buyer 1 Phone: (Res.) _____ (Bus.) _____ Print name as you want it to appear on documents.

Buyer 2 Address: X Buyer

Buyer 2 Phone: (Res.) _____ (Bus.) _____ Print name as you want it to appear on documents.

35. **Seller's Response:** The above offer is accepted: As written. As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

36. **Seller's Acceptance and Acknowledgment:** Seller accepts the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): _____

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen or Resident Alien? Yes No*

X (Seller's Signature, Date, Time): _____

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen or Resident Alien? Yes No*

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____

* If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____

X (Buyer's Signature, Date, Time): _____

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counteroffer.

X (Seller's Signature, Date, Time): _____

X (Seller's Signature, Date, Time): _____

Subject Property Address/Description

06/11/2026
Date

Time

Property Address: 382 West Muskegon Avenue Street Muskegon, 49440 Michigan City, Village, Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller's Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

Table with 4 columns: Yes, No, Unknown, Not Available. Rows include Range/Oven, Dishwasher, Refrigerator, TV antenna, TV rotor & controls, Hood/fan, Disposal, Garage door opener & remote control, Electrical system, Alarm system, Intercom, Central vacuum, Attic fan, Microwave, Trash compactor, Ceiling fan, Sauna/hot tub, Pool heater, wall liner & equipment, Washer, Lawn sprinkler system, Water heater, Plumbing system, Water softener/conditioner, Well & pump, Sump pump, Septic tank & drain field, City water system, City sewer system, Central air conditioning, Central heating system, Wall Furnace, Humidifier, Electronic air filter, Solar heating system, Fireplace & chimney, Wood burning system, Dryer.

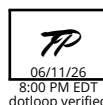
Explanations (attach additional sheets, if necessary):

Empty box for explanations.

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- 1. Basement/Crawl Space: Has there been evidence of water? yes [checked] no []
2. Insulation: Describe, if known: Urea Formaldehyde foam insulation (UFFI) is installed? unknown [] yes [] no [checked]
3. Roof: Leaks? Approximate age, if known: yes [] no [checked]
4. Well: Type of well (depth/diameter, age and repair history, if known): Has the water been tested? If yes, date of last report/results: yes [] no []
5. Septic tanks / drain fields: Condition, if known:
6. Heating system: Type/approximate age:
7. Plumbing system: Type: copper [] galvanized [] other [] Any known problems?
8. Electrical system: Any known problems?
9. History of infestation: if any: (termites, carpenter ants, etc.)
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown [] yes [] no [checked] If yes, please explain:
11. Flood Insurance: Do you have flood insurance on the property? unknown [] yes [] no [checked]
12. Mineral Rights: Do you own the mineral rights? unknown [] yes [] no [checked]



Buyer's Initial

Empty box for Buyer's Initial



Seller's Initials

Seller's Disclosure Statement

Property Address: 382 West Muskegon Avenue Street Muskegon, 49440 City, Village, Township Michigan

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no
- 2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no
- 3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association that has any authority over the property? unknown yes no
- 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown yes no
- 5. Settling, flooding, drainage, structural or grading problems? unknown yes no
- 6. Major damage to the property from fire, wind, floods or landslides? unknown yes no
- 7. Any underground storage tanks? unknown yes no
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown yes no
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no
- 10. Any outstanding municipal assessments or fees? unknown yes no
- 11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since 05/01/2024 (date).

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW, AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller Date _____

Seller *Jake Eckelau* dotloop verified 04/02/2026 10:18 AM EDT ISHZ-UJAZZ31UG-2BSF Date 04/02/2026

Buyer has read and acknowledges receipt of this statement.

Buyer *Tyler Pawlik* dotloop verified 06/11/26 8:00 PM EDT CUTC-Q1HC-ZTU-A6CP Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The REALTOR® Associations that comprise the West Michigan Regional Forms Committee are not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

**Addendum to West Michigan Regional Purchase Agreement
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.**

SECTION #1:

Seller represents and warrants that the listed property located at _____ was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: _____ Seller: _____

Date: _____ Seller: _____

SECTION #2:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure concerning property located at _____ 382 W. Muskegon Avenue _____ (initial):


04/02/26
10:18 AM EDT
dotloop verified

Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.


04/02/26
10:18 AM EDT
dotloop verified

Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____

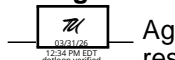
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 04/06/2026 Seller: Jake Ebbelw 

Date: 04/06/2026 Seller: _____

II. Agent's Acknowledgment (initial):

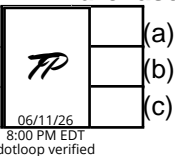

03/21/26
12:34 PM EDT
dotloop verified

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 04/06/2026 Agent: Timothy Updyke 

III. Purchaser's Acknowledgment (initial):



06/11/26
8:00 PM EDT
dotloop verified

- (a) Purchaser has received copies of all information listed above.
- (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.
- (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies that to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____ Purchaser: Tyler Pawlik 

Date: _____ Purchaser: _____

\$760,000.00

\$114,000.00 ▲ 17.67%



24H

1W

1M

3M

6M

1Y

ALL



+ Add Transaction

➔ Share



ASSETS

HISTORY

▼ Qty. Total 24 Hours P/L : Price



BTC 10.84000000
\$684,000.00

\$97,200.00
▲ 16.59%

\$63,081.00

Proposal for Acquisition and Restoration of the Nelson Home

Submitted By: Tyler Pavlik
Muskegon, Michigan

Introduction

I am submitting this proposal to acquire and restore the Nelson Home with the intention of preserving an important piece of Muskegon's architectural history while returning the property to productive use through substantial private investment and long-term ownership. As a local business owner with investments in downtown Muskegon, including Western Reserve and Casa Cabos, I am committed to the continued revitalization of our community. My goal is to restore this property to a high standard that respects its historic character while incorporating modern amenities, safety improvements, and long-term sustainability.

Vision for the Property

The Nelson Home will initially serve as an owner-occupied family residence, ensuring hands-on stewardship and ongoing maintenance of the property. My long-term vision is to preserve the home's character while creating a showcase property that contributes positively to the neighborhood. In the future, portions of the home may be utilized as premium short-term rental accommodations that help attract visitors to Muskegon and support local businesses. This project is intended as a long-term investment in the community rather than a short-term resale opportunity.

Estimated Renovation Budget

Bathroom Renovations - \$10,000
Kitchen Renovation - \$10,000
HVAC System - \$7,000
Plumbing Updates - \$10,000
Electrical Renovation - \$14,000
Flooring - \$9,000
Deck & Exterior Improvements - \$80,000
Historic Exterior Restoration - \$45,000
Window Restoration & Replacement - \$20,000
Interior Paint & Finish Work - \$15,000
Historic Trim & Millwork Restoration - \$20,000
Landscaping & Site Improvements - \$15,000

Total Estimated Renovation Investment: \$255,000

Project Timeline (12 Months)

Months 1–2: Planning, design, permitting, contractor selection, and material procurement.
Months 3–6: Electrical, plumbing, HVAC, windows, exterior restoration, and deck construction.
Months 7–10: Kitchen, bathrooms, flooring, trim restoration, painting, and interior finishes.
Months 11–12: Landscaping, final inspections, occupancy, and project closeout.

Community Benefits

This project will preserve a significant property, improve neighborhood appearance, increase surrounding property values, create work for local contractors and tradespeople, support tourism, and demonstrate a long-term commitment to Muskegon's growth and revitalization.

Long-Term Commitment

I intend to maintain ownership of the Nelson Home for the foreseeable future and invest the resources necessary to ensure it remains a well-maintained and valuable asset to the community. Through a renovation investment of approximately \$255,000, this project will transform the property into a high-quality residence while contributing positively to the neighborhood and the City of Muskegon.

Respectfully Submitted,
Tyler Pavlik







Nelson House Purchase Agreement

Andrew Vorpapel and Jake Hill



Date: 06/03/2026
To: Whom It May Concern
Re: Pre-Approval for Andrew Vorpapel and Jacqueline Hill

Andrew Vorpapel and Jacqueline Hill have submitted the information and documentation required by Michigan First Mortgage to receive an automated underwriting decision. This decision is based upon the following:

- Ø Required income and tax documents
- Ø Review of employment history
- Ø Review of assets and source of funds for required cash to close
- Ø Analysis of a three bureau credit report, including credit payment history and FICO score

We are pleased to inform you that Andrew Vorpapel and Jacqueline Hill have been pre-approved by Michigan First Mortgage to receive a mortgage loan with the following features:

- Ø Purchase price of \$350,000.00
- Ø Renovation 30 year mortgage for \$305,000.00
- Ø Contingent upon Sale of current property.

As you know, acceptable property plays a major role in determining final approval, therefore a satisfactory appraisal is required. The appraisal cannot be ordered until we have a legible, fully executed purchase agreement. All utilities, including water to the house, must be turned on to perform an appraisal. When the appraisal and purchase agreement are received, all borrower documentation must be reviewed by a Michigan First Mortgage Underwriter for final approval. Michigan First Mortgage reserves the right to order a Lender Title Policy.

Please ensure that the Purchase Agreement allows 45 days to close from the date of written acceptance. The expiration date of this pre-approval is 07/03/2026.

If you have questions regarding this pre-approval, please contact the undersigned immediately.

Jim Cook
Loan Officer NMLS #: 565003
Office: 248-424-5350
Cell: 313-820-4648
Email: jcook@michiganfirstmortgage.com

Michigan First Mortgage – NMLS # 493687
789 W Ann Arbor Trl, Suite 200, Plymouth, MI 48170

Property Address: 382 West Muskegon Avenue Street Muskegon, 49440 Michigan City, Village, Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller's Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

Table with 4 columns: Yes, No, Unknown, Not Available. Rows include Range/Oven, Dishwasher, Refrigerator, TV antenna, TV rotor & controls, Hood/fan, Disposal, Garage door opener & remote control, Electrical system, Alarm system, Intercom, Central vacuum, Attic fan, Microwave, Trash compactor, Ceiling fan, Sauna/hot tub, Pool heater, wall liner & equipment, Washer, Lawn sprinkler system, Water heater, Plumbing system, Water softener/conditioner, Well & pump, Sump pump, Septic tank & drain field, City water system, City sewer system, Central air conditioning, Central heating system, Wall Furnace, Humidifier, Electronic air filter, Solar heating system, Fireplace & chimney, Wood burning system, Dryer.

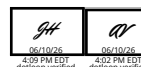
Explanations (attach additional sheets, if necessary):

Empty box for explanations.

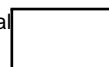
UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- 1. Basement/Crawl Space: Has there been evidence of water? yes [checked] no []
2. Insulation: Describe, if known: Urea Formaldehyde foam insulation (UFFI) is installed? unknown [] yes [] no [checked]
3. Roof: Leaks? Approximate age, if known: yes [] no [checked]
4. Well: Type of well (depth/diameter, age and repair history, if known): Has the water been tested? If yes, date of last report/results: yes [] no []
5. Septic tanks / drain fields: Condition, if known:
6. Heating system: Type/approximate age:
7. Plumbing system: Type: copper [] galvanized [] other [] Any known problems?
8. Electrical system: Any known problems?
9. History of infestation: if any: (termites, carpenter ants, etc.)
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown [] yes [] no [checked] If yes, please explain:
11. Flood Insurance: Do you have flood insurance on the property? unknown [] yes [] no [checked]
12. Mineral Rights: Do you own the mineral rights? unknown [] yes [] no [checked]



Buyer's Initial



Seller's Initials

Seller's Disclosure Statement

Property Address: 382 West Muskegon Avenue Street Muskegon, 49440 City, Village, Township Michigan

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no
- 2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no
- 3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association that has any authority over the property? unknown yes no
- 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown yes no
- 5. Settling, flooding, drainage, structural or grading problems? unknown yes no
- 6. Major damage to the property from fire, wind, floods or landslides? unknown yes no
- 7. Any underground storage tanks? unknown yes no
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown yes no
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no
- 10. Any outstanding municipal assessments or fees? unknown yes no
- 11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since 05/01/2024 (date).

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW, AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller Date _____

Seller Jake Eckelau dotloop verified
04/02/26 10:18 AM EDT
ISHZ-UJAZJ31UG-2BSF Date 04/02/2026

Buyer has read and acknowledges receipt of this statement.

Buyer Andrea Vorpagel dotloop verified
06/10/26 4:02 PM EDT
ZEN4-BUUC-1DSD-899Z Time _____

Buyer Jacqueline Hill dotloop verified
06/10/26 4:09 PM EDT
TNBC-717I-DZNA-GP5X Time _____

Disclaimer: This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The REALTOR® Associations that comprise the West Michigan Regional Forms Committee are not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

**Addendum to West Michigan Regional Purchase Agreement
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.**

SECTION #1:

Seller represents and warrants that the listed property located at _____ was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: _____ Seller: _____


Date: _____ Seller: _____

SECTION #2:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure concerning property located at _____ 382 W. Muskegon Avenue _____ (initial):

 Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____


Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 04/06/2026 Seller: 

Date: 04/06/2026 Seller: _____

II. Agent's Acknowledgment (initial):

 Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 04/06/2026 Agent: 

III. Purchaser's Acknowledgment (initial):

 (a) Purchaser has received copies of all information listed above.


 (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

 (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____ Purchaser: 

Date: _____ Purchaser: 

To whom it may concern,

Our names are Andrew and Jake. We are a young engaged couple looking for a home to start a new journey in. We both have always had a deep appreciation for historic homes and want to add the renovation and preservation of this home in our journey. We both fell in love with the beautiful fireplaces, the hand carved imagery and the decorative woodwork. The following is a snapshot about us, who we are and why we to add this house to the next step in our journey:

Hi, I'm Jake. I have lived in Muskegon, Michigan my whole life. My family, friends, work and home life has always revolved around this town. I currently work at The Griffin's Rest over on 3rd street and am excited to see how downtown grows and prospers. I have grown up seeing all the beautiful homes in the historic district and been in awe of their beauty. I would love to be a part of the growing community taking care of our old, historic houses and keeping our town's history alive. Our intent as an engaged couple is, if we get chosen, we want to fix it up and get married in the house. We both have a deep love of late Victorian homes and would love to keep it as accurate as possible whilst still having modern conveniences. From attempting to source original wallpapers, fixtures, woods, and tiles of the era for repairs to finding appropriate reproduction pieces when we can't find suitable era pieces. We understand how long the full restoration of the house will be and we are more than happy to be along for that ride.

Hi, I'm Andrew. I graduated from Alma College with a B.A. in Psychology, and currently work at Costco. I grew up 45 minutes south in Holland and lived there until going to college in Alma Michigan. After graduating I have lived in Grand Rapids and Kalamazoo but over the past few years I have wanted to move back to the water. Even though I have only lived in Muskegon for 8 months I can understand why Jake loves the area. The views, walking paths and people have truly made me feel at home in a way the other places have not. As for the house, I can see Jake and myself living in this for decades to come. I want to spend the next few years repairing and restoring the house to its former glory the same way it was made, with our own hands. Both Jake and I know our way around repairs but more importantly know when it is out of our abilities and require external help. As Jake referenced, this is a house that we are given the opportunity to own. I would love to have a small wedding in not just a beautiful building but also our home.

We hope you will consider our offer as we have 'punched' the numbers repeatedly over the past 50 days to ensure we are able to renovate and restore the home to highlight the beauty it holds. If chosen, we hope that knowing this is going to be the house we grow old in brings a sense of comfort to you all and hopefully the community as well.

MICHIGAN REGIONAL PURCHASE AGREEMENT

TF-382WM

DATE: 06/10/2026 (time) MLS # 26013978

SELLING OFFICE: Coldwell Banker Woodland Schmidt Muskegon REALTOR® PHONE:

LISTING OFFICE: Five Star Real Estate

LISTING AGENT: Tim Updyke REALTOR® PHONE:

1. **Effective Date:** This Agreement is effective on the date Seller's acceptance of Buyer's offer is delivered to Buyer or Buyer's Agent, or the date Buyer's acceptance of any counteroffer is delivered to the Seller or Seller's Agent, as the case may be, and this date will hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time where the Property is located.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the *Disclosure Regarding Real Estate Agency Relationships*. The selling licensee is acting as (choose one):

- Agent/Subagent of Seller
- Buyer's Agent
- Dual Agent (with written, informed consent of both Buyer and Seller)
- Transaction Coordinator

Primary Selling Agent Name: Taylor Fortenbacher Email:

Alternate Selling Agent Name: Email:

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

- Buyer has received the *Seller's Disclosure Statement*, dated: 04/02/2026
- Buyer has not received the *Seller's Disclosure Statement*. Buyer may terminate this Agreement, in writing, any time prior to receipt of the *Seller's Disclosure Statement*. Once Buyer has received the *Seller's Disclosure Statement*, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions:
- Seller is exempt from the requirements of the Seller Disclosure Act.

Seller agrees to promptly inform Buyer in writing of any changes in the content of the Seller's Disclosure Statement.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the Property located in the City Village Township of Muskegon County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code): 382 W Muskegon Ave, Muskegon, MI 49440

with the following legal description and tax parcel ID numbers:

CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 24.75 FT LOT 9 & NLY 55 FT LOT 8 BLK 336

PP# 24-205-336-0008-00 ("Property")

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) ALL division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated, however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before 08/26/2026, of the proposed division to create the Property.

6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 150,000 one hundred fifty thousand U.S. Dollars

7. **Seller Concessions**, if any:

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

- CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

Buyer's Initials [Signature] 06/10/26 4:02 PM EDT 06/10/26 4:09 PM EDT dotloop verified

Seller's Initials [Signature]

NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a FHA 203K type 30 (year) mortgage in the amount of 89 % of the Purchase Price bearing interest at a rate not to exceed MRKT % per annum (rate at time of loan application), on or before the date of closing. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 5 days after the Effective Date, not to impair Buyers' credit after the Effective Date. Seller Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing.

Buyer agrees does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.

Exceptions: _____

SELLER FINANCING (choose one of the following): CONTRACT or PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller will have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller will have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$ _____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

Exceptions: _____

EQUITY (choose one of the following): Formal Assumption or Informal Assumption

Upon execution and delivery of: Warranty Deed subject to existing mortgage OR Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions: _____

OTHER: _____

9. **Appraisal:** If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender ("Appraisal") is less than the Purchase Price, Buyer may within three (3) days after Buyer has received the Appraisal, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above-referenced time period, then Buyer will be deemed to have accepted the Appraisal as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller will be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions: _____

10. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at: _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer will receive a refund of any Earnest Money Deposit.

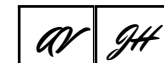
IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at 557 Ferris St. Kalamazoo, MI 49048 on or before 08/26/2026. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded.

Exceptions: _____

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/10/2026
Date

Time


06/10/26 06/10/26
4:02 PM EDT 4:09 PM EDT
dotloop verified dotloop verified

Buyer's Initials



Seller's Initials

Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Exceptions: _____

17. Inspections & Investigations:

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) whether or not the Property is in a flood zone, and (iv) rented items disclosed by Seller per the Rented Items paragraph and whether such rented items are acceptable to Buyer.

All inspections and investigations will be completed within 14 days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions: _____

18. Title Insurance: Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price will be ordered by Seller within **five (5) days** after the Effective Date and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including supporting documents and a real estate tax status report, will be made available to Buyer promptly upon receipt. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance will be provided. If Buyer objects to any conditions, Buyer may, within three (3) days after Buyer has received the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Exceptions: _____

19. Property Survey: Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

Buyer or Seller (choose one) will within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, if Buyer objects to any conditions, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, Buyer may, within three (3) days after Buyer has received the Survey, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Property Survey as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement and will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

No survey. Buyer has waived all rights under this paragraph.



When closing occurs, Buyer will be deemed to have accepted the boundaries of the Property and the location of such improvements thereon.

Exceptions: _____

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/10/2026
Date

Time

 
06/10/26 06/10/26
4:02 PM EDT 4:09 PM EDT
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Buyer's Initials

Seller's Initials

- 20. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.
- 21. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties.
Exceptions: _____
- 22. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.
- 23. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 08/26/2026. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee(s), if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

24. **Pre-Closing Walk-Through:** Buyer (choose one) reserves waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer will immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

25. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.
 At the completion of the closing of the sale.
 At _____ a.m. p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ _____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment will be made in the form of cash or certified funds.

For purposes of determining possession, the transaction will be considered closed once all necessary documents have been signed and received by escrow agent and funds have been received by the escrow agent.

If Seller fails to deliver possession to Buyer on the agreed date, Seller will become a tenant at sufferance and will pay to Buyer as liquidated damages \$ 200 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.



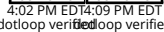
If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Seller will also be responsible for snow removal and/or landscape maintenance. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller will deliver the Property free of trash and debris and in broom-clean condition, will remove all personal property (unless otherwise stated in this or an additional written agreement), will make arrangements for final payment on all utilities, and will deliver all keys to Buyer.

Buyer and Seller will sign the *Michigan Regional Temporary Occupancy Agreement* on or before the date of closing.
 Exceptions:

26. **Earnest Money Deposit:** An Earnest Money Deposit in the amount of \$ 1500 will be submitted to Coldwell Banker Woodland Schmidt Muskegon (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and will be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Buyer is entitled to a refund of the Earnest Money Deposit. In such event, Buyer and Seller agree to sign a written disbursement agreement directing how the Earnest Money Deposit will be disbursed. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions

382 W Muskegon Ave, Muskegon, MI 49440 06/10/2026
 Subject Property Address/Description Date Time

 Buyer's Initials	 Seller's Initials
 <small>06/10/26 4:02 PM EDT 06/10/26 4:09 PM EDT dotloop verified dotloop verified</small>	

by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement will control.

27. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate licensee (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.

28. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

29. **Other Provisions:**

On behalf of the Buyer, the Seller agrees to pay the Buying Broker a fee at the closing. The fee shall be 3 % of the purchase price. This seller's paid fee shall replace any previous offer of compensation by the listing broker as authorized by the seller.

This Agreement is contingent upon buyer obtaining lender approval of the property, appraisal, scope of work, contractor bids, consultant requirements (if applicable), and all lender underwriting requirements. If Buyer is unable to obtain such approval despite good faith efforts on or before 8/3/2026, Buyer may terminate this Agreement by written notice to Seller, and all earnest money shall be returned to Buyer in accordance with the terms of this Agreement.

This Agreement is contingent upon Buyer obtaining satisfactory contractor estimates, repair specifications, and lender approval of all proposed renovations. In the event renovation costs exceed Buyer's financing limits, require cash investment, or are otherwise unacceptable to Buyer, Buyer may terminate this Agreement by written notice to Seller on or before 7/17/2026, and all earnest money shall be returned to Buyer.

Seller agrees to provide reasonable access to the Property for Buyer's inspectors, contractors, appraisers, FHA consultant (if applicable), lender representatives, and other professionals reasonably required to complete the FHA 203(k) loan approval process.



30. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

31. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means will be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

32. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.



33. **Expiration:** For valuable consideration, Buyer gives Seller until 9PM (time) on 06/26/2026 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller.

34. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address: X   Buyer

Buyer 1 Phone: (Res.) _____ (Bus.) _____

Print name as you want it to appear on documents.

Buyer 2 Address: X   Buyer

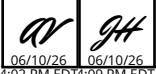
Buyer 2 Phone: (Res.) _____ (Bus.) _____

Print name as you want it to appear on documents.

35. **Seller's Response:** The above offer is accepted: As written. As written except:

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/10/2026
Date

Buyer's Initials  Seller's Initials

06/10/26 4:02 PM EDT dotloop verified 06/10/26 4:09 PM EDT dotloop verified

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

36. **Seller's Acceptance and Acknowledgment:** Seller accepts the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): _____

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen or Resident Alien? Yes No*

X (Seller's Signature, Date, Time): _____

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen or Resident Alien? Yes No*

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____

* If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____

X (Buyer's Signature, Date, Time): _____

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counteroffer.

X (Seller's Signature, Date, Time): _____

X (Seller's Signature, Date, Time): _____

Nelson House Purchase Agreement

Geoffrey Dietz

MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 06/11/2026, _____ (time) MLS # 26013978

SELLING OFFICE: _____ REALTOR® PHONE: _____

LISTING OFFICE: Five Star Real Estate

LISTING AGENT: Timothy Updyke REALTOR® PHONE: 2312153242

1. **Effective Date:** This Agreement is effective on the date Seller's acceptance of Buyer's offer is delivered to Buyer or Buyer's Agent, or the date Buyer's acceptance of any counteroffer is delivered to the Seller or Seller's Agent, as the case may be, and this date will hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time where the Property is located.

2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the *Disclosure Regarding Real Estate Agency Relationships*. The selling licensee is acting as (choose one):

- Agent/Subagent of Seller Buyer's Agent Dual Agent (with written, informed consent of both Buyer and Seller)
- Transaction Coordinator

Primary Selling Agent Name: _____ Email: _____

Alternate Selling Agent Name: _____ Email: _____

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)

- Buyer has received the *Seller's Disclosure Statement*, dated: 04/02/2026
- Buyer has not received the *Seller's Disclosure Statement*. Buyer may terminate this Agreement, in writing, any time prior to receipt of the *Seller's Disclosure Statement*. Once Buyer has received the *Seller's Disclosure Statement*, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: _____
- Seller is exempt from the requirements of the Seller Disclosure Act.

Seller agrees to promptly inform Buyer in writing of any changes in the content of the Seller's Disclosure Statement.

4. **Lead-Based Paint Addendum:** Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. **Property Description:** Buyer offers to buy the Property located in the City Village Township of Muskegon
County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code):
382 W Muskegon Ave, Muskegon, MI 49440

with the following legal description and tax parcel ID numbers:

CITY OF MUSKEGON REVISED PLAT OF 1903 SLY 24.75 FT LOT 9 & NLY 55 FT LOT 8 BLK 336

PP# 24-205-336-0008-00 ("Property")

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated, however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before _____, of the proposed division to create the Property.

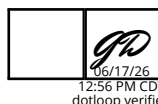
6. **Purchase Price:** Buyer offers to buy the Property for the sum of \$ 150,000
one hundred fifty thousand U.S. Dollars

7. **Seller Concessions**, if any: NONE

8. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

- CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.



Buyer's Initials



Seller's Initials

NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 80 % of the Purchase Price bearing interest at a rate not to exceed 7 % per annum (rate at time of loan application), on or before the date of closing. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ days after the Effective Date, not to impair Buyers' credit after the Effective Date. Seller Buyer will agree to pay an amount not to exceed \$ _____ representing repairs required as a condition of financing.

Buyer agrees does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.
Exceptions: _____

SELLER FINANCING (choose one of the following): CONTRACT or PURCHASE MONEY MORTGAGE
In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to Seller, Seller will have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, Seller will have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$ _____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

Exceptions: _____

EQUITY (choose one of the following): Formal Assumption or Informal Assumption
Upon execution and delivery of: Warranty Deed subject to existing mortgage OR Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer must be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions: _____

OTHER: _____

9. **Appraisal:** If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender ("Appraisal") is less than the Purchase Price, Buyer may within three (3) days after Buyer has received the Appraisal, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above-referenced time period, then Buyer will be deemed to have accepted the Appraisal as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller will be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions: _____

10. **Contingencies:** Buyer's obligation to consummate this transaction (choose one):

IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at: _____

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer will receive a refund of any Earnest Money Deposit.


IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____

on or before _____ . Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's Earnest Money Deposit will be refunded.

Exceptions: _____

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/11/2026
Date Time

 Buyer's Initials
06/17/26
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11. **Fixtures & Improvements:** The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener; water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; **and also includes:**

but does not include:

- 12. **Rented Items:** If there are any rented improvements or fixtures (e.g. water softener, propane tank, water heater, security system, etc.) which are now in or on the Property, Seller agrees to provide Buyer a copy of any rental agreements showing terms and payment obligations within three (3) days of the Effective Date. If Seller does not provide any rental agreements within 3 days, then Seller represents that no improvements or fixtures are rented.
- 13. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and will not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions: _____

14. **Assessments (choose one):**

If the Property is subject to any assessments,

- Seller will pay the entire balance of any such assessments that are due and payable on or before the date of closing (regardless of any installment arrangements), except for any fees that are required for future connection to public utilities.
- Seller will pay all installments of such assessments that become due and payable on or before the date of closing. Buyer will assume and pay all other installments of such assessments.

Seller has an ongoing obligation through the closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

15. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

No proration. (Choose one):

- Buyer Seller will pay taxes billed summer _____ (year)
- Buyer Seller will pay taxes billed winter _____ (year)

Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

Fiscal Year Proration – Taxes will be prorated as though they are paid in (choose one): advance. arrears.

Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Exceptions: _____

16. **Well/Septic:** Within ten (10) days after the Effective Date, (choose one) Seller or Buyer will arrange for, at their own expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol.

If any report discloses a condition unsatisfactory to Buyer or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this

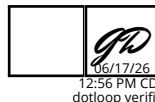
382 W Muskegon Ave, Muskegon, MI 49440

Subject Property Address/Description

06/11/2026

Date

Time



Buyer's Initials



Seller's Initials

Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Exceptions: NA city water/sewer

17. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense.

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) whether or not the Property is in a flood zone, and (iv) rented items disclosed by Seller per the Rented Items paragraph and whether such rented items are acceptable to Buyer.

All inspections and investigations will be completed within ___ days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Buyer has waived all rights under this Inspections & Investigations paragraph.

Exceptions:

18. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price will be ordered by Seller within **five (5) days** after the Effective Date and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including supporting documents and a real estate tax status report, will be made available to Buyer promptly upon receipt. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance will be provided. If Buyer objects to any conditions, Buyer may, within three (3) days after Buyer has received the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement, in which case Buyer will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

Exceptions:

19. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

Buyer or Seller (choose one) will within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, if Buyer objects to any conditions, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, Buyer may, within three (3) days after Buyer has received the Survey, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions, which proposal must be in the form of an addendum and must be signed by Buyer in order for it to be effective. If Buyer fails to terminate this Agreement or present an addendum within the above referenced time period, then Buyer will be deemed to have accepted the Property Survey as-is. Seller may negotiate with Buyer, do nothing, or by written notice to Buyer, accept Buyer's addendum. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's addendum, then Seller shall be deemed to have rejected Buyer's addendum. Buyer will then have three (3) days to provide written notice of termination of this Agreement and will receive a refund of any Earnest Money Deposit. If Buyer fails to terminate this Agreement within the three (3) day period, Buyer will proceed to closing according to the terms and conditions of this Agreement.

No survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer will be deemed to have accepted the boundaries of the Property and the location of such improvements thereon.

Exceptions:


382 W Muskegon Ave, Muskegon, MI 49440

Subject Property Address/Description

06/11/2026

Date

Time

Buyer's Initials

06/17/26
12:56 PM CDT
dotloop verified

Seller's Initials

- 20. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.
- 21. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties.
Exceptions: _____
- 22. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing. For the purposes of calculating prorations, it is presumed that Seller owns the Property through the day before closing.
- 23. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 07/09/2026. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee(s), if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.** Exceptions:

24. **Pre-Closing Walk-Through:** Buyer (choose one) reserves waives the right to conduct a final walk-through of the Property within three (3) days of the scheduled closing date. The purpose of the walk-through is to determine that the Property is in a substantially similar condition as of the Effective Date, any contractually agreed upon items have been fulfilled, and that any included personal property is still located at the Property. Buyer will immediately report to Seller any objections to these conditions and Buyer's requested corrective action.

25. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.
 At the completion of the closing of the sale.
 At _____ a.m. p.m. on the _____ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer \$ _____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment will be made in the form of cash or certified funds.

For purposes of determining possession, the transaction will be considered closed once all necessary documents have been signed and received by escrow agent and funds have been received by the escrow agent.

If Seller fails to deliver possession to Buyer on the agreed date, Seller will become a tenant at sufferance and will pay to Buyer as liquidated damages \$ _____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Seller will also be responsible for snow removal and/or landscape maintenance. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.

On the agreed delivery date, Seller will deliver the Property free of trash and debris and in broom-clean condition, will remove all personal property (unless otherwise stated in this or an additional written agreement), will make arrangements for final payment on all utilities, and will deliver all keys to Buyer.


Buyer and Seller will sign the *Michigan Regional Temporary Occupancy Agreement* on or before the date of closing.

Exceptions:

26. **Earnest Money Deposit:** An Earnest Money Deposit in the amount of \$ 10000 will be submitted to Five Star Real Estate (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and will be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Buyer is entitled to a refund of the Earnest Money Deposit. In such event, Buyer and Seller agree to sign a written disbursement agreement directing how the Earnest Money Deposit will be disbursed. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/11/2026
Date Time

 Buyer's Initials
06/17/26
12:56 PM CDT
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by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement will control.

- 27. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate licensee (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller.
- 28. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase Price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
- 29. **Other Provisions:**

Buyer to pay \$345 broker admin fee to Five Star real Estate upon closing
 City to waive water & sewer assessment and/or connection fees

- 30. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.
- 31. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means will be competent evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.
- 32. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.
- 33. **Expiration:** For valuable consideration, Buyer gives Seller until 6-30-2026 (time) on 06/30/2026 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller.

34. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address: <input style="width: 90%;" type="text"/> Buyer 1 Phone: (Res.) _____ (Bus.) _____	X	 <small>dotloop verified 06/17/26 12:56 PM CDT DD32-LYBW-LLE6-T0DT</small>	Buyer
Print name as you want it to appear on documents.			
Buyer 2 Address: <input style="width: 90%;" type="text"/> Buyer 2 Phone: (Res.) _____ (Bus.) _____	X	<input style="width: 100%; height: 20px;" type="text"/>	Buyer
Print name as you want it to appear on documents.			

35. **Seller's Response:** The above offer is accepted: As written. As written except:

382 W Muskegon Ave, Muskegon, MI 49440
Subject Property Address/Description

06/11/2026
Date

Time

	 <small>06/17/26 12:56 PM CDT dotloop verified</small>
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Buyer's Initials

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Seller's Initials

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counteroffer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

36. **Seller's Acceptance and Acknowledgment:** Seller accepts the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): _____

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen or Resident Alien? Yes No*

X (Seller's Signature, Date, Time): _____

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen or Resident Alien? Yes No*

Seller's Address: _____ Seller's Phone (Res.) _____ (Bus.) _____

* If Seller(s) is not a U.S. Citizen or Resident Alien, there may be tax implications and Buyer and Seller are advised to seek professional advice.

37. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____

X (Buyer's Signature, Date, Time): _____

38. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counteroffer.

X (Seller's Signature, Date, Time): _____

X (Seller's Signature, Date, Time): _____

Letter of Intent

Nelson House
382 W Muskegon Ave
Muskegon, MI 49440

Geoffrey Dietz
1100 E Cooper Dr
Palatine, IL 60074
[224-355-7395](tel:224-355-7395)

This letter is to inform my intent for the purchase of the Nelson House. I intend to make this my permanent residence. I love the character and grandeur of the home with tall ceilings, oversized doors, large single hung windows, and classic style.

I'm concerned about the required lead paint remediation, but I intend to save the windows, doors, crown molding, and butler's pantry in the main house. Some parts like the baseboards are easily replaced. The plan is to fix or replace the storm windows to maintain the current look and function of the window. Weight and pulleys can be repaired in the single hung windows to restore function. Windows in the back addition part of the house will probably be replaced. I plan to reconfigure one window in the kitchen for counter height. I plan to remove the dropped ceiling in the addition to obtain the maximum ceiling height for the kitchen. The other side of the 1st floor in the back addition will be used for a new full bath and mud room. The current 1st floor bath under the stairs will be eliminated.

The office will be restored and used for pool table recreation room. I'm not sure the floors can be saved, but the entire 1st floor will get new hardwood floors as needed where the current hardwood flooring can't be saved. Any pipes to the second floor need to be moved into walls or better hidden in closets (or new walls). I intend to move the pipes out of the office room so that the walls in that room remain in place.

With the walls open the back addition part of the house and adding a bath there allows wall space to run plumbing to the second floor. The second floor above the mud room and 1st floor bathroom will be a second floor full bathroom, laundry room, and utility space in the laundry room to maintain the separate second floor HVAC system. The current HVAC system will be replaced. A separate new HVAC for the 1st floor will be installed in the basement under the mud room. The AC line and power for the second floor HVAC will be run in interior walls to exit the house near the AC unit instead of running down the outside of the house.

Above the kitchen on the second floor will be a master bath and closet area for the adjoining bedroom. The current 2nd floor bath will be remodeled too. The butler's pantry will be used as a sophisticated lounge area with some whiskey on display in the current cabinets. The side exit from that room will be maintained for access to an outdoor fenced sitting area.

The 1st floor front room will be used for a piano room. For the lead paint, the interior glass windows and door between that room and front hall will be removed, leaving large framed opening maintaining the original trim and opening.

Other than the changes at the back of the house the layout will mostly remain the same, except for some reconfiguration of closets and removal of some of the small doors. All of the 9' tall double doors will be saved.

The 3 season room or porch has lead paint issues and needs lots of other repairs. I may need help finding people that can properly restore or rebuild that. I like the look of the foundation blocks and cosmetically want to use blocks like that under the front porch and the 3 season room instead of the original brown vertical boards. I need to get an architect to draw what new entry stairways look like at the front and sides of the house. Ideally, I think wood railing and stairs, not the original wrought iron. If there are any old pictures of the house in its original location, I can take that into consideration.

I intend to remove all the wires and conduit on the exterior of the house. For now I will keep the aluminum siding and paint the trim. The back wall needs repair and it looks like the cedar siding may be savable since there is no aluminum siding there now. I will use part of that wall incorporating the back door into a new attached garage. The garage will be oversized, but should blend in with the scale of the house. The roof line will be similar to the main house with trim similar to the rear of the house. The garage will be cedar siding. I'll get some estimates for the main house to restore/replace the cedar siding, but not commit to doing that for now.

I have been looking for a house in the area for a while. I like the proximity to downtown activities, Muskegon lake, Lake Michigan beaches, and the lake front bike trail. My mother's family is originally from Michigan and we often vacationed at a small lake in the area. My employer will let me work remotely, but I am approaching retirement age. This will be my retirement home where I will have plenty of room for my family to come visit.

The Nelson House is currently not livable and needs some extensive work to obtain occupancy. I want to move temporarily into cheaper house in the area to have better oversight of the project, and sell my current house to unlock equity. I'm pre-approved for a \$480,000 2nd home loan (\$600,000 total purchase price). So, I have some capital to start the project, then I will have money from the sale of my current house and will also qualify for a construction loan as needed after that. With the planned changes and repairs I know the total budget for the Nelson House renovation will be over \$500,000. It will be worth it for what the house will be to me.

I may be a little delayed to start with being busy moving, and need to phase in the project, but patching the exterior, installing an egress window, electric service connection, and broken glass replacement would be an immediate priority. I understand the permit process, historic committee review requirements, and will have drawings created for the proposed changes. I am interested in obtaining copies of any original photos for the house and other design or architectural details available.

Thanks,
Jeff



Outstanding Value ~ Exceptional Service

April 17, 2026

Based on the information and documents provided to us, the buyer is approved up to the Loan Amount specified below. The terms for this approval are as follows:

Borrower:	Geoffrey Dietz
Sales Price:	\$600,000.00
Down Payment:	\$120,000.00
Loan Amount:	\$480,000.00
Loan Term:	30 years
Interest Rate:	6.625%
Loan Program:	Secondary - 30 years ARM
Loan Type:	Conventional

Please note that this is not a final approval or commitment to lend. This pre-approval is valid for 180 days from the date of this letter. The approved terms and loan amount are conditional and subject to change. The following factors may affect the loan amount and terms of approval:

- Change in interest rates and availability/terms for the selected loan
- Confirmation of all information provided for the loan application
- Accepted appraisal
- Title commitment
- Satisfaction of any and all conditions for approval

Sincerely,

Lauryn Schmudlach

Lauryn Schmudlach

(715) 627-4336,5530

lauryn.schmudlach@covantagecu.org

NMLS# 2264531

665 W Ridgeview Dr, Appleton, WI 54911

All information contained herein is for informational purposes only and, while every effort has been made to insure accuracy, no guarantee is expressed or implied. Any programs shown do not demonstrate all options or pricing structures. Rates, terms, programs and underwriting policies subject to change without notice. This is not an offer to extend credit or a commitment to lend. All loans subject to underwriting approval. Some products may not be available in all states and restrictions may apply. Equal Housing Opportunity. NMLS #412987



Headquarters: 723 Sixth Avenue, Antigo, WI 54409-0107 | 715-627-4336 | 800-398-2667 | For locations, visit www.covantagecu.org

Property Address: 382 West Muskegon Avenue Street Muskegon, 49440 Michigan City, Village, Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller's Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

Table with 4 columns: Yes, No, Unknown, Not Available. Lists various appliances and systems such as Range/Oven, Dishwasher, Refrigerator, TV antenna, etc., with checkboxes for each status.

Explanations (attach additional sheets, if necessary):

Empty rectangular box for providing explanations for the appliance status.

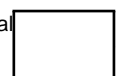
UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- 1. Basement/Crawl Space: Has there been evidence of water? yes [checked] no []
2. Insulation: Describe, if known: Urea Formaldehyde foam insulation (UFFI) is installed? unknown [] yes [] no [checked]
3. Roof: Leaks? Approximate age, if known: yes [] no [checked]
4. Well: Type of well (depth/diameter, age and repair history, if known): Has the water been tested? If yes, date of last report/results: yes [] no []
5. Septic tanks / drain fields: Condition, if known:
6. Heating system: Type/approximate age:
7. Plumbing system: Type: copper [] galvanized [] other [] Any known problems?
8. Electrical system: Any known problems?
9. History of infestation: if any: (termites, carpenter ants, etc.)
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown [] yes [] no [checked] If yes, please explain:
11. Flood Insurance: Do you have flood insurance on the property? unknown [] yes [] no [checked]
12. Mineral Rights: Do you own the mineral rights? unknown [] yes [] no [checked]



Buyer's Initial



Seller's Initials

Seller's Disclosure Statement

Property Address: 382 West Muskegon Avenue Street Muskegon, 49440 City, Village, Township Michigan

Other Items: Are you aware of any of the following:

- 1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? unknown yes no
- 2. Any encroachments, easements, zoning violations or nonconforming uses? unknown yes no
- 3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association that has any authority over the property? unknown yes no
- 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown yes no
- 5. Settling, flooding, drainage, structural or grading problems? unknown yes no
- 6. Major damage to the property from fire, wind, floods or landslides? unknown yes no
- 7. Any underground storage tanks? unknown yes no
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown yes no
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown yes no
- 10. Any outstanding municipal assessments or fees? unknown yes no
- 11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since 05/01/2024 (date).

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW, AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller Date _____

Seller *Jake Eckelau* dotloop verified 04/02/26 10:18 AM EDT ISHZ-UJAZZ31UG-2BSF Date 04/02/2026

Buyer has read and acknowledges receipt of this statement.

Buyer *Geoffrey Diets* dotloop verified 06/17/26 12:56 PM CDT CWBO-THXG-NVPO-9QML Date _____ Time _____

Buyer Date _____ Time _____

Disclaimer: This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The REALTOR® Associations that comprise the West Michigan Regional Forms Committee are not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

**Addendum to West Michigan Regional Purchase Agreement
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.**

SECTION #1:

Seller represents and warrants that the listed property located at _____ was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: _____ Seller: _____

Date: _____ Seller: _____

SECTION #2:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure concerning property located at _____ 382 W. Muskegon Avenue _____ (initial):


04/02/26
10:18 AM EDT
dotloop verified

Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.


04/02/26
10:18 AM EDT
dotloop verified

Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____

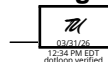
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 04/06/2026 Seller:  dotloop verified
04/02/26 10:18 AM EDT
NW3-HQLA-PMPW-430Q

Date: 04/06/2026 Seller: _____

II. Agent's Acknowledgment (initial):


03/21/26
12:34 PM EDT
dotloop verified

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 04/06/2026 Agent:  dotloop verified
03/21/26 12:34 PM EDT
SCQX-1WSQ-H2NU-4CTA

III. Purchaser's Acknowledgment (initial):



06/17/26
12:56 PM CDT
dotloop verified

- (a) Purchaser has received copies of all information listed above.
- (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.
- (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____ Purchaser:  dotloop verified
06/17/26 12:56 PM CDT
1Y7F-AHCY-PBOX-17BX

Date: _____ Purchaser: _____