CITY OF MUSKEGON

CITY COMMISSION MEETING

July 14, 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:**
- ☐ **FEDERAL/STATE/COUNTY OFFICIALS UPDATE:**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**

A. **Approval of Minutes** City Clerk

B. **Sale of 615 Mulder** Planning

C. **Sale of 1186 Maple** Planning

D. **Sale of 468 Ottawa** Planning

E. **Contract for Services - Construction Management, Farmers Market Renovations** City Clerk

F. **Resolution Setting Annual Service Fee, Trinity Village** Economic Development

G. **Workforce Housing Restrictive Covenant, Trinity Village** Economic Development

H. **CWSRF & DWSRF FY-26 - Hadden, Randolph, and Winchester Street & Utility Project Award** Public Works

I. **Purchase of Tax Auction Properties** Planning

J. **DWSRF FY26 - Lead Service Line Replacement** Public Works

K. **Motorola Contract - PD body-worn/in-car cameras** Public Safety

L. **Water System Improvements - Ninth Street Watermain Replacement** Public Works

M. **Amendment to Purchase and Development Agreement: Landmark Construction LLC.** Planning

N. **Comedy Month Resolution** City Commissioners

O. **Water/Sewer utility Rates effective July 1, 2026** DPW- Water/Sewer

P. **Development and Reimbursement Agreement — 221 W. Webster, LLC, 221 W. Webster Ave. & 1040 2nd St.** Economic Development

Q. **Notice of Intent to Bond - Housing Projects** Manager's Office

R. **FY 2026-27 Sanitation Fee** DPW- Equipment & Sanitation

S. **Water Supply System Bonds Series 2026** Finance

T. **Sanitary Sewer Supply System Bonds Series 2026** Finance

U. **Sewer Back Up Claim** Finance

V. **Rad Dads Agreement** Manager's Office

☐ **UNFINISHED BUSINESS:**

A. **Nelson House Purchase Offers** Planning

☐ **NEW BUSINESS:**

☐ **ANY OTHER BUSINESS:**

☐ **GENERAL PUBLIC COMMENT:**

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

☐ **CLOSED SESSION:**

A. **City Manager Evaluation** City Clerk

☐ **ADJOURNMENT:**

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

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

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

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

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Approval of Minutes
Submitted by: Ann Meisch, City Clerk	**Department:** City Clerk

Brief Summary:
To approve minutes of the June 23rd Regular Commission Meeting and the June 25th Special Commission Meeting.

Detailed Summary & Background:

Goal/Action Item:

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
Approval of the minutes.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Name the Policy/Ordinance Followed:

CITY OF MUSKEGON

CITY COMMISSION MEETING

June 23, 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 23, 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 Kiley Jackson, Katrina Kochin, Rebecca St.Clair, and Jay Kilgo, City Manager Jonathan Seyferth, City Attorney Brennen Gorman, and City Clerk Ann Marie Meisch
Absent: Commissioner Willie German, Jr.

2026-46 PUBLIC HEARINGS

A. **Brownfield Plan Amendment — American Fabricated Products, INC. 331 W. Laketon Ave.** Economic Development

American Fabricated Products, INC (American Fab) is seeking approval of a brownfield plan amendment located at 331 W. Laketon Ave.
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.
STAFF RECOMMENDATION: I move to close the public hearing and approve the resolution and authorize the Mayor and City Clerk to sign.
The Public Hearing opened to hear and consider any comments from the public. No public comments were made.

Motion by Commissioner Kilgo, second by Commissioner Kochin, to close the public hearing and approve the resolution and authorize the Mayor and City Clerk to sign.

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

MOTION PASSES

FEDERAL/STATE/COUNTY OFFICIALS UPDATE

A. Daniel Boothe, MCC, Operating Millage Restoration Update City Clerk

Beth Dick, Chief Financial Officer for Muskegon Community College, explained the August 4, 2026, ballot proposal.

PUBLIC COMMENT ON AGENDA ITEMS

Public comments received.

2026-47 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the May 29th and 30th Special Commission Meetings, the June 8th Worksession Meeting, and the June 9th Commission Meeting.
STAFF RECOMMENDATION: Approval of the minutes.

B. City Website Community Engagement

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.

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.

STAFF RECOMMENDATION: To approve contract with GHD digital and authorize staff to enter into an agreement for services.

C. **Development and Reimbursement Agreement — American Fabricated Products, INC.- 331 W. Laketon Ave.** Economic Development

AFP Real Estate, LLC is seeking approval of the development and reimbursement agreement for American Fabricated Products, INC, 331 W. Laketon Ave.

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 though 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.

STAFF RECOMMENDATION: I move to approve the development and reimbursement agreement as presented and to authorize the Mayor and City Clerk to sign.

D. **Concession Application - Hartshorn Marina Vending Machine** DPW-Parks

Staff requests authorization to enter into a concessionaire agreement with Threes Company at Hartshorn Marina for $250 per year plus 5% of gross receipts.

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.

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.

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.

STAFF RECOMMENDATION: 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.

E. <u>Contract for Services — Mediation & Restorative Services</u> Planning

To authorize staff to enter into the contract for services with Mediation & Restorative Services.
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
STAFF RECOMMENDATION: I move to approve the $55,000 in funding for Mediation & Restorative Services and to direct staff to sign the contract.

F. <u>Contract for Services — Expungement Clinics with G.U.N.S.</u> Planning

To authorize staff to enter into the contract for services with G.U.N.S.
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
STAFF RECOMMENDATION: I move to approve the $37,000 in funding for G.U.N.S and to direct staff to sign the contract.

G. <u>Purchase of Dura Patch Machine</u> Public Works

Staff requests approval to purchase a new Dura Patch machine from Alta Equipment for $100,604.50.
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.
STAFF RECOMMENDATION: Move to authorize staff to purchase a new Dura Patch machine from Alta Equipment in the amount of $100,604.50.

H. 4th Quarter Reforecast FY 2025-26 Finance

AT this time, staff is seeking approval of the 4th Quarter budget reforecast for the 25/26 fiscal year.
The 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:

- 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

- 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

STAFF RECOMMENDATION: Motion to approve the 4th Quarter fiscal year 2025-26 budget reforecast as presented by staff.

J. Appointment to the District Library Board City Clerk

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.
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.

STAFF RECOMMENDATION: To appoint Brad Hastings to the District Library Board with a term expiring June 30, 2030.

L. <u>Annual Action Plan Budget 2026</u> Community & Neighborhood Services

The budgets for both CDBG and HOME funds are for your review and consent. 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.

STAFF RECOMMENDATION: To approve the 2026 Annual Action Plan Budgets for CDBG and HOME Programs as presented.

Motion by Vice Mayor Keener, second by Commissioner St.Clair, to adopt the Consent Agenda as presented minus Items I and K.

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

MOTION PASSES

<u>2026-48 ITEMS REMOVED FROM THE CONSENT AGENDA</u>

I. <u>Amendment to Construction Services for McGraft Courts</u> DPW- Parks

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.

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.

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.
STAFF RECOMMENDATION: 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.

Motion by Commissioner Kochin, second by Vice Mayor Keener, to 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.

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

MOTION PASSES

K. <u>Disability Pride Month Resolution</u> Commissioner Request

To adopt a resolution recognizing July as Disability Pride Month.
STAFF RECOMMENDATION: 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.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to 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.

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

MOTION PASSES

<u>2026-49 NEW BUSINESS</u>

A. <u>HBA Referral, Case A - EN2204438 - 1300 Langeland Ave.</u> Public Safety

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.
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. Scott Kiaunis last communicated with the owner in September 2023. No current telephone number for the owner is available in the City's records.
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.
STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish 1300 Langeland Avenue.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to concur with the Housing Board of Appeals decision to demolish 1300 Langeland Avenue.

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

MOTION PASSES

B. <u>HBA Referral, Case B - EN1901362 - 965 Scott Street</u> Public Safety

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.
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.
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.
STAFF RECOMMENDATION: To concur with the Housing Board of Appeals decision to demolish 965 Scott Street.

Motion by Commissioner Kilgo, second by Commissioner St.Clair, to concur with the Housing Board of Appeals decision to demolish 965 Scott Street.

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

Nays: None

MOTION PASSES

C. <u>Nelson House Purchase Offers</u> Planning

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.

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.

STAFF RECOMMENDATION: 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.

Motion by Commissioner Kilgo, second by Vice Mayor Keener, to direct staff to receive highest and best offers for the Commissions consideration at their July 14th meeting.

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

MOTION PASSES

<u>ANY OTHER BUSINESS</u>

City Manager Jonathan Seyferth thanked Officers Lopez and Klose for filling in for the Chief this week.

Mayor Johnson stated there is a Pop-Up Party, Wednesday, June 24th, at Seyferth Park from 4:00 p.m. to 5:30 p.m.

Commissioner Kochin stated that we will be doing five Pop-Up Parties across the City and all are welcome.

Mayor Johnson announced the County is having a public engagement session for the upgrades at Heritage Landing on Thursday, June 25th, from 5:00 to 7:00 p.m. at the Union Depot. Next week Wednesday, July 1st, they are going to be at McGraft Park also from 5:00 p.m. to 7:00 p.m.

<u>GENERAL PUBLIC COMMENT</u>

No public comments were made.

ADJOURNMENT

The City Commission meeting adjourned at 6:42 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

June 25, 2026 @ 5:30 PM

ROOM 204

933 TERRACE STREET, MUSKEGON, MI 49440

MINUTES

The Special Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Thursday, June 25, 2026.

ROLL CALL

Present: Mayor Ken Johnson, Commissioners Jay Kilgo, Kiley Jackson, Katrina Kochin, and Rebecca St. Clair, City Manager Jonathan Seyferth, City Attorney Brennen Gorman, and Deputy City Clerk Linda Potter
Absent: Vice Mayor Destinee Keener, and Commissioner Willie German, Jr.

2026-50 CLOSED SESSION

A. Closed Session — Attorney/Client Privileged Communication City Clerk

Motion by Commissioner St.Clair, second by Commissioner Kochin, to go into closed session to consult with our attorney regarding trial and settlement strategy concerning In re: LEETSMA MANAGEMENT, LLC, ADELAIDE POINTE QOZB, LLC, ADELAIDE POINTE BOATERS SERVICES, LLC, ADELAIDE POINTE BUILDING 1, LLC, WATERLAND BATTLE CREEK, LLC, Case Numbers: 8:26-bk-02696-CED, 8:26-bk-02698-CED, 8:26-bk-02699-CED, 8:26-bk-02700-CED, 8:26-bk-02701-CED because a discussion in an open meeting would have a detrimental effect on the litigating or settlement position of the City of Muskegon.

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

MOTION PASSES

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

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

MOTION PASSES

Motion by Commissioner Kilgo, second by Commissioner Jackson, to approve the proposed Mediated Interim Settlement Agreement and authorize City Manager Jonathan Seyferth to sign.

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

MOTION PASSES

ADJOURNMENT

The City Commission meeting adjourned at 6:32 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Sale of 615 Mulder
Submitted by: Samantha Pulos, Code Coordinator	**Department:** Planning

Brief Summary:
Staff is seeking authorization to sell the City-owned vacant lot at 615 Mulder to Brennen Walters.

Detailed Summary & Background:
Brennen Walters would like to purchase the City-owned buildable lot at 615 Mulder to build a duplex. The lot is 45' x 100' with an alley, and meets the Zoning Ordinance size requirements for a duplex. The purchase price is $2,500.00, which is 50% of the True Cash Value ($5,000).

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
N/A

Budgeted Item:

Yes		No		N/A	x	

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

Budget Amendment Needed:

Yes		No		N/A	x	

Recommended Motion:
To authorize staff to complete the sale of 615 Mulder, as described in the attached purchase agreement and to have the Mayor and Clerk sign the purchase agreement.

Approvals:

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

Name the Policy/Ordinance Followed:
Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made **July 14, 2026** ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and Brennen Walters**,** 20990 Jefferson Rd, Morley MI, 49336 ("Developer"), with reference to the following facts:

Background

A. Developer proposes to purchase and develop one (1) vacant property owned by the City which is located in the City of Muskegon, Muskegon County, Michigan, and is commonly known and legally described on the attached **Exhibit A** (each property individually, a "Parcel" and collectively "Project Property").

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on the Project Property: one (1) duplex on the Parcel. (the "Project").

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

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

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

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

3. **Construction and Development Requirements.**

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

b. ***Construction Details; Purchase Price Reimbursement.*** Developer's construction and development of the Project Property, including single-family homes, duplexes, triplexes, and accessory dwelling units, shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of 80% of the purchase price for the Project Property upon Developer's completion of construction for each single-family home, duplex, triplex, and accessory dwelling unit on the Project Property.

4. **Right of Reversion.** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a duplex on each of the Project Property, the quit claim deed conveying the Project Property to Developer shall contain a right of reversion in all of

the Project Property ("City's Reversionary Right"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Property shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved duplex.

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

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

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

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

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to the Project Property. If objection to the title is made, City shall have seven (7) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections.

If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

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

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

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

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered **"AS IS", "WHERE IS"** in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value, nature, quality, or condition of any of the Project Property, including without limitation, soil conditions, and any environmental conditions; (ii) the suitability of the Project Property for any or all of Developer's activities and uses; (iii) the compliance of or by the Project Property with any laws, codes, or ordinances; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Project Property; (v) existence in, on, under, or over the Project Property of any hazardous substances; or (vi) any other matter with respect to the Project Property. Developer acknowledges and agrees that Developer has or will have the opportunity to perform inspections of the Project Property pursuant to this Agreement and that Developer is relying solely on Developer's own investigation of the Project Property and not on any information provided to or to be provided by City (except as specifically provided in this Agreement). If

the transaction contemplated herein closes, Developer agrees to accept the respective Project Property acquired by Developer and waive all objections or claims against City arising from or related to such Project Property and any improvements thereon except for a breach of any representations or warranties or covenants specifically set forth in this Agreement. In the event this transaction closes, then subject to City's express representations, warranties, and covenants in this Agreement, Developer acknowledges and agrees that it has determined that the respective Project Property it has acquired and all improvements thereon are in a condition satisfactory to Developer based on Developer's own inspections and due diligence, and Developer has accepted such Project Property in their present condition and subject to ordinary wear and tear up to the date of Closing. The terms of this Paragraph shall survive the Closing and/or the delivery of the deed.

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

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

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

c. ***Bankruptcy.*** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or property, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

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

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

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

13. **Default.**

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

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

14. **Closing.**

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

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

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

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

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

Notices shall be sent to the parties as follows:

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

w/ copy to: Parmenter Law
Attn.: City Attorney
601 Terrace Street, Suite 200
Muskegon, MI 49440

To Developer: Brennen Walters
20990 Jefferson Rd
Morley MI 49336
Email: Brennenwalters@hotmail.com
Phone: 616-514-0336

17. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF MUSKEGON

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

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

DEVELOPER:

BRENNEN WALTERS

By: _____
Name: Brennen Walters
Dated: _____

Exhibit A

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

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 SUB DIVISION OF PART OF BLK 34 LOT 5
Address: 615 MULDER ST, MUSKEGON, MI 49442
Parcel #: 61-24-767-000-0005-00
Price: $2,500.00

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Sale of 1186 Maple
Submitted by: Samantha Pulos, Code Coordinator	**Department:** Planning

Brief Summary:
Staff is seeking authorization to sell the City-owned vacant lot at 1186 Maple to Habitat for Humanity of Kent County.

Detailed Summary & Background:
Habitat for Humanity of Kent County would like to purchase the City-owned buildable lot at 1186 Maple for $6,750 (75% of the True Cash Value of $9,000) plus half of the closing costs, and the fee to register the deed. The lot will be split into two 36.5' x 132' lots. Habitat for Humanity of Kent County will be constructing a single-family home on each of the properties. The homes will be sold to home-buyers at or below the 80% AMI. The sale price of each home is estimated to fall between $165,000 and $185,000.

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
n/a

Budgeted Item:

Yes		No		N/A	x

Fund(s) or Account(s):
n/a

Budget Amendment Needed:

Yes		No		N/A	x

Recommended Motion:
Authorize staff to sell the City-owned vacant lot at 1186 Maple to Habitat for Humanity of Kent County.

Approvals:

Immediate Division Head	x	
Information Technology		
Other Division Heads	x	

Name the Policy/Ordinance Followed:
Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property

Communication		
Legal Review		

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made **July 14th, 2026,** ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Habitat for Humanity of Kent County**, a Michigan nonprofit corporation, of 425 Pleasant Street, SW, Grand Rapids, MI, 49503, ("Developer"), with reference to the following facts:

Background

A. City is the owner of one (1) buildable lot, being 1186 Maple, more specifically described in attached **Exhibit A**. Prior to closing, City shall split the lot into two (2) lots, more specifically described in attached Exhibit B.

B. Developer proposes to purchase and develop the two (2) vacant lots owned by City, which are all located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached **Exhibit B** (each property individually, a "Parcel" and collectively "Project Properties").

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

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

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

2. **Purchase Price.** The total purchase price for the Project Property shall be **$6,750.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the $400 deposit that the Developer has paid to the City of Muskegon.

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

3. **Construction and Development Requirements.**

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

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

provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of 80% of the purchase price for the Project Property upon Developer's completion of construction of the Project. For the purposes of this Agreement, "completion of construction" shall mean the issuance of an occupancy permit by the City for every structure included in the Project.

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

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to all of the Project Properties shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to the Parcel of the Project Property and beginning installation of the approved single-family home(s).

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

If any of the above conditions occur, City shall automatically have City's Reversionary Right to reacquire title to the Project Property, as the case may be. To exercise City's Reversionary Right described herein, City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within thirty (30) days of Developer's failure under this Agreement, but in any event prior to Developer satisfying the conditions set forth in Paragraph 4(a) or Paragraph 4(b) above, as the case may be, and record such notice with the Muskegon County Register of Deeds. Upon request of City, Developer shall take all reasonable steps to ensure City acquires marketable title to the Project Property, as the case may be, through its exercise of its rights under this Paragraph within thirty (30) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

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

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

cause the Title Company to furnish to Developer an extended coverage ALTA owner's policy of title insurance with respect to the Project Property (the "Title Policy"). City shall be responsible for the cost of the Title Policy; provided, however, Developer shall be solely responsible for the cost of any endorsements to the Title Policy that Developer desires.

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

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

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

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

10. **Condition of Project Property.** City and Developer acknowledge and agree that the Parcel in the Project Property is being sold and delivered **"AS IS", "WHERE IS"** in its present condition. Except as specifically set forth in this Agreement or any written disclosure statements, City has not made, does not make, and specifically disclaims any and all representations, warranties, or covenants of any kind or character whatsoever, whether implied or express, oral or written, as to or with respect to (i) the value,

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

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

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

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

c. ***Bankruptcy.*** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

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

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

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

13. **Default.**

a. ***By Developer.*** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not

cured within ten (10) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

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

14. **Closing.**

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

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

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

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

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

Notices shall be sent to the parties as follows:

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

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

17. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF MUSKEGON

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

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

DEVELOPER:

HABITAT FOR HUMANITY OF KENT COUNTY

By: _____
Name: Andrew Claucherty
Dated: _____

Exhibit A

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

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 LOT 7 BLK 82
Address: 1186 MAPLE, MUSKEGON, MI 49442
Parcel #: 61-24-205-082-0007-00
Price: $6,750.00
(TO BE SPLIT INTO TWO BUILD-ABLE LOTS)

Exhibit B

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

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 N ½ LOT 7 BLK 82
Address: 1186 MAPLE, MUSKEGON, MI 49442
Parcel #: TBD
Price: $3,375.00

Legal Description: CITY OF MUSKEGON REVISED PLAT 1903 S ½ LOT 7 BLK 82
Address: 1188 MAPLE, MUSKEGON, MI 49442
Parcel #: TBD
Price: $3,375.00

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Sale of 468 Ottawa
Submitted by: Samantha Pulos, Code Coordinator	**Department:** Planning

Brief Summary:
Staff is seeking authorization to sell the City-owned vacant lot at 468 Ottawa to West Urban Properties.

Detailed Summary & Background:
West Urban Properties would like to purchase the City-owned buildable lot, 468 Ottawa, for $15,000.00 (True Cash Value as determined by the Assessor) plus half of the closing costs. West Urban Properties will be constructing storage buildings on the lot.

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
n/a

Budgeted Item:

Yes		No		N/A	x	

Fund(s) or Account(s):
n/a

Budget Amendment Needed:

Yes		No		N/A	x	

Recommended Motion:
Authorize staff to complete the sale of 468 Ottawa, as described in the attached purchase agreement, and to have the Mayor and Clerk sign the purchase agreement.

Approvals:

Immediate Division Head	x	
Information Technology		
Other Division Heads	x	

Name the Policy/Ordinance Followed:
Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property

Communication		
Legal Review	x	

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made July 14, 2026 ("Effective Date"), by and between the **CITY OF MUSKEGON,** a municipal corporation, with offices at 933 Terrace, Muskegon, Michigan 49440 ("Seller") and **WEST URBAN PROPERTIES LLC,** of 3265 Walker Ave. Ste. D., Grand Rapids, MI 49544 ("Buyer").

I. **General Agreement and Description of Premises.** Seller agrees to sell, and Buyer agrees to buy, the real estate, and all improvements thereon, with all beneficial easements, and with all of Seller's right, title and interest in all adjoining public ways, located in the City of Muskegon, Muskegon County, Michigan ("Premises"), and specifically described as:

CITY OF MUSKEGON REVISED PLAT OF 1903 NLY 44 FT OF WLY 1/2 LOT 3 BLK 156

Parcel #: *61-24-205-156-0003-00* aka 468 Ottawa Street

Subject to the reservations, restrictions and easements of record, provided said reservations, restrictions and easements of record are acceptable to Buyer upon disclosure and review of the same, and subject to any governmental inspections required by law.

2. **Purchase Price and Manner of Payment.** The purchase price for the Premises shall be Fifteen Thousand and no/I 00 Dollars ($15,000.00), payable in cash, money order, bank certified check, wiring at the closing.

3. **Taxes and Assessments.** All taxes and assessments that are due and payable at the time of Closing shall be paid by Seller prior to or at Closing. All taxes and special assessments that become due and payable after Closing shall be the responsibility of Buyer.

4. **Title Insurance.** Seller agrees to deliver to Buyer, on or before the closing date, a commitment for title insurance, issued by Transnation Title Insurance Company, for an amount not less than the purchase price stated in this Agreement, guaranteeing title on the conditions required herein. In the event the reservations, restrictions or easements of record disclosed by said title commitment is, in the sole discretion of Buyer, deemed unreasonable, Seller shall have forty-five (45) days from the date Seller is notified in writing of such unreasonableness of restriction and such unmarketability of title, to remedy such objections. If Seller resolves such restrictions and remedies the title (by obtaining satisfactory title insurance or otherwise) within the time specified, Buyer agrees to complete this sale as herein provided, within ten (I 0) days of written notification thereof. If Buyer closes on the Premises, any objections to the title are deemed waived. If Seller fails to resolve such restrictions or remedy the title within the time above specified or fails to obtain satisfactory title insurance, this Agreement will be terminated at Buyer's option. The premium for the owner's title policy shall be paid by Seller.

5. **Covenant to Construct Improvements and Use.** Buyer acknowledges that, as part of the consideration inuring to the City, Buyer covenants and agrees to construct on the premises commercial structure(s), up to all codes, within eighteen (18) months of the closing of this transaction. The commercial structure shall be substantially completed within eighteen (18) months and in the event said substantial completion has not occurred, the property and all improvements then installed shall revert in title to the City without any compensation or credit to Buyer, and free of all liens. The covenants in this paragraph shall survive the closing and run with the land.

6. **Survey.** Buyer at its own expense may obtain a survey of the Premises, and Buyer or its surveyor or other agents may enter the Premises for that purpose prior to Closing. If no survey is obtained, Buyer agrees that Buyer is relying solely upon Buyer's own judgment as to the location, boundaries and area of the Premises and improvements thereon without regard to any representations that may have been made by Seller or any other person. In the event that a survey by a registered land surveyor made prior to closing discloses an encroachment or substantial variation from the presumed land boundaries or area, Seller shall have the option of effecting a remedy within thirty (30) days after disclosure, or tendering Buyer's deposit in full termination of this Purchase Agreement and paying the cost of such survey. Buyer may elect to purchase the Premises subject to said encroachment or variation.

7. **Condition of Premises and Examination by Buyer.** NO IMPLIED . WARRANTIES OF HABITABILITY, QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES SHALL OPERATE BETWEEN SELLER AND BUYER, AND BUYER EXPRESSLY WAIVES ANY AND ALL SUCH IMPLIED WARRANTIES. BUYER UNDERSTANDS AND AGREES THAT THE PREMISES ARE TAKEN "AS IS," SUBJECT TO THE EXPRESS COVENANTS, CONDITIONS AND/OR EXPRESS WARRANTIES CONTAINED IN THIS PURCHASE AGREEMENT. BUYER FURTHER SAYS THAT HE HAS PERSONALLY INSPECTED THE PREMISES AND IS SATISFIED WITH THE CONDITION OF THE LAND, AND THE BUILDINGS AND IMPROVEMENTS THEREON, AND THAT THE PROPERTY IS BEING PURCHASED AS A RESULT OF SUCH INSPECTION AND INVESTIGATION, AND NOT DUE TO ANY REPRESENTATIONS MADE BY OR ON BEHALF OF SELLER. SELLER KNOWS OF NO HAZARDOUS SUBSTANCES OR CONTAMINATION, AND BUYER WAIVES ANY CLAIM AGAINST SELLER IN THE EVENT SUCH SUBSTANCES ARE FOUND.

8. **Closing.** The closing date of this sale shall be on or before 90 days after the Effective Date ("Closing"). The Closing shall be conducted at Transnation Title Insurance Company, 570 Seminole Road, Ste. 102, Muskegon, MI 49444. If necessary, the parties shall execute an IRS closing report at the Closing.

9. **Delivery of Deed.** Seller shall execute and deliver a quit claim deed to Buyer at Closing for the Premises.

I0. **Affidavit of Title.** At the Closing. Seller shall deliver to Buyer an executed Affidavit of Title.

11. **Date of Possession.** Possession of Premises is to be delivered to Buyer by Seller on the date of Closing.

12. **Costs.** Seller shall be responsible to pay the Michigan transfer tax, if any, in the amount required by law. In addition, Seller shall be responsible to pay for the recording of any instrument that must be recorded to clear title to the Premises, to the extent required by this Agreement. Buyer shall pay for the cost of recording the deed to be delivered at Closing as well as half of the closing costs.

13. **General Provisions.**

a. **Paragraph Headings.** The paragraph headings are inserted in this Agreement only for convenience.

b. **Pronouns.** When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

c. **Merger.** It is understood and agreed that all understandings and agreements previously made between Buyer and Seller are merged into this Agreement, which alone fully and completely expresses the agreement of the parties.

d. **Governing Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Michigan.

e. **Successors.** All terms and conditions of this Agreement shall be binding upon the parties, their successors and assigns.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

g. **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements contained in this Agreement and in any instrument provided for herein shall survive the Closing and continue in full force and effect after the consummation of this purchase and sale.

h. **Modification of the Agreement.** This Agreement shall not be amended except by a writing signed by Seller and Buyer.

The parties have executed this Real Estate Purchase Agreement on the date written below their names, to be effective as of the day and year first above written.

WITNESSES:

SELLER: CITY OF MUSKEGON

_____

By _____
Ken Johnson, Mayor
Date: .....

_____

By _____
Ann Marie Meisch, MMC, Clerk
Date: .....

BUYER: West Urban Properties LLC.

_____
Dave Dusendang, Owner/Member
Date: .....

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Contract for Services - Construction Management, Farmers Market Renovations
Submitted by: Ann Meisch, City Clerk	**Department:** City Clerk

Brief Summary:
Staff recommends the selection of Erhardt Construction to provide Construction Management Services - For Preconstruction and Construction Phases of the Muskegon Farmers Market (MFM) Renovation and Addition project.

Detailed Summary & Background:
An RFP was issued on June 17th to invite proposals from pre-qualified Construction Managers to work closely with city staff and the Architect, Integrated Architecture, in a comprehensive team effort to construct and expand the Muskegon Farmers Market (MFM) commercial kitchen and barn structures. The project will include pre-construction and construction phases to create flexible spaces at the MFM and expand its capacity to support food entrepreneurs, vendors, educational programming, and community events. The expansion will enhance the functionality of the MFM's commercial kitchen, include a 520 sf garage expansion, and renovate the cooler/freezer area, while also expanding the barn structure used for vendor stalls, events, and agricultural programming.

Based on proposal review by Integrated Architecture and staff, scoring and evaluation, an award of Construction Management services is recommended to Erhardt Construction. Erhardt is recommended based on providing the best overall value, experience with comparable projects, and understanding the unique services required. Given active development of the project scope and funding determinations, it is recommended that Erhardt enter into an agreement with City of Muskegon for Stage 1 Preconstruction Services and associated costs.

In April 2026, the city received a grant from the Michigan Department of Agriculture and Rural Development (MDARD) in the amount of $481,267 to support the renovation and expansion of the MFM. The total project cost will be finalized as design and bidding are completed. A community capital campaign will be conducted to secure the additional funding necessary to complete the project.

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: NA	**Budgeted Item:** Yes X No N/A

Fund(s) or Account(s): 252-808-801	**Budget Amendment Needed:**

Yes		No	X	N/A		

Recommended Motion:
Move to approve the selection of Erhardt Construction to provide Construction Management Services for the Muskegon Farmers Market renovation project.

Approvals:

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

Name the Policy/Ordinance Followed:

CITY OF

MUSKEGON

REQUEST FOR PROPOSALS

PROJECT NAME:	Construction Management Services – For Preconstruction and Construction Phases – Muskegon Farmers Market Renovations and Addition
DATE OF ISSUANCE:	June 17, 2026
DATE PROPOSAL DUE:	June 30, 2026
ISSUING OFFICE:	City of Muskegon / Muskegon Farmers Market c/o Ann Meisch 933 Terrace St Muskegon, MI 49440 Tel. (231) 724-6705

TABLE OF CONTENTS

PROPOSAL & AWARD..... 3
INSTRUCTIONS TO BIDDERS..... 4
SPECIFIC PROJECT INFORMATION..... 6
CONTENTS OF PROPOSAL..... 7
EVALUATION..... 9
SCHEDULE.....10
INSURANCE REQUIREMENTS 10
LOCAL PREFERENCE……...12
DISADVANTAGED CONTRACTOR GOALS...……..13

Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Ann Meisch at the City of Muskegon via (231) 724-6705 or via E-mail at ann.meisch@shorelinecity.com.

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Muskegon.

I hereby state that I have read, understand and agree to be bound by all of the terms of this proposal document.

Signature _____ Title _____

Print Name _____ Date _____

Firm Name _____

Address _____

_____

_____

Telephone No._____

E-Mail _____

Fax No. _____

INSTRUCTIONS TO BIDDERS

PROPOSALS

All proposals must be submitted following the proposal format supplied by the City of Muskegon in this document and shall be subject to all requirements of this document.

The city may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the documents, and at its option may reject the same.

Each bidder will include in their proposal a listing of any proposed sub-consultant/contractor and the name and address of each which may be involved in the project.

Before executing any subcontract, the successful firm shall submit the name and experience of any proposed subcontractor for prior approval.

SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
Clerk's Office
RE: Muskegon Farmers Market
933 Terrace Street
Muskegon, MI 49440

The envelope shall be clearly marked on the exterior denoting the name of the firm submitting the proposal and the name of the particular RFP for which the proposal is offered.

The proposals shall be submitted no later than 2:00 PM, June 30th, 2026 at which time all proposals will be opened, and bids read aloud.

AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The bidder to whom the award is made will be notified at the earliest possible date. All bidders submitting proposals will be notified when the award is made.

Award will not be completed until recommended to and approved by the City Commission.

CITY RESPONSIBILITIES

The City of Muskegon will provide information as to the City's requirements for the project and make available pertinent information which may be useful in the project work.

The city will designate a person to act as the City's Project Manager with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to elements pertinent to the project.

The city will examine all studies, reports, estimates, proposal, and other documents prepared by the bidder and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The city will direct the consultant in writing to begin the work on each phase of the project upon receipt of written evidence from the firm of the appropriateness of such action.

The city will direct the bidder in writing to furnish any special services, sub-consultants and/or extra work that may be required on the project upon receipt of written evidence from the firm detailing as to cost, time schedule, and reason for such special service or extra work.

SPECIFIC PROJECT INFORMATION

INTRODUCTION TO PROJECT & BACKGROUND INFORMATION

This Request for Proposal (RFP) is to invite proposals from pre-qualified Construction Managers at Risk to work closely with the Owner, City of Muskegon, and Architect, Integrated Architecture, in a comprehensive team effort for the construction and expansion of the Muskegon Farmers Market (MFM) commercial kitchen and barn structures.

The project will include pre-construction and construction phases to create flexible spaces at the MFM and expand its capacity to support food entrepreneurs, vendors, educational programming, and community events. The expansion will enhance the functionality of the MFM's commercial kitchen, a 520sf garage expansion, cooler/freezer area renovations while also expanding the barn structure used for vendor stalls, events, and agricultural programming.

It is expected that the CM will work closely with the City of Muskegon and Integrated Architecture to prepare a strategy toward maximizing the available funds for the project. The responsibilities of the CM will include all required trade/subcontracts for construction.

Work shall include furnishing all labor, equipment, and tools required to provide CM services as described above.

Subcontractors, if any, shall be approved by the Project Manager and Integrated Architecture prior to acceptance on this contract and shall be bound by these specifications. It is the responsibility and duty of the contractor to verify that the subcontractor meets all conditions. The contractor shall furnish any subcontractor's proof of insurance meeting city requirements.

The City Commission reserves the right to reject any or all bids, waive irregularities in any bid and make award in any manner deemed in the best interests of the City.

The Muskegon Farmers Market (established in 1921) is a year-round public market that serves as a hub for local agriculture, food businesses, and community engagement in Muskegon County. The Market supports farmers, food entrepreneurs, and artisans by providing a vibrant venue for selling locally produced goods and hosting educational and community programming.

The Market operates multiple days per week and serves thousands of residents and visitors annually. Facilities at the Market include vendor stalls, a commercial kitchen used for food preparation and programming, and barn structures that house the Winter Market and an event space.

The Muskegon Farmers Market has been at its current location since 2014 and occupies 4 acres of property at 242 W. Western Ave. The existing building includes the Kitchen 242, The Barn, Market Office, one set of restrooms, and a garage area for storage. The proposed expansion will improve the Market's ability to serve vendors and the public while supporting economic development and local food systems in the region.

The Muskegon Farmers Market is owned and operated by the City of Muskegon.

SCOPE OF SERVICES

Refer to Attached Concept Design Drawings. Develop a schedule and plan for everything in the concept package.

Construction Management Services will be delivered in two stages as follows:

Stage One – Pre-Construction Services: During this phase the Construction Manager will assist the "Owners" design team in attaining project feasibility through a comprehensive cost estimating and trade-contractor on-boarding phase. The successful Construction Manager will construct an initial project construction estimate, keeping the budget updated during all phases of design. These efforts must ensure that the project budget for construction is kept on track and within the set limitations of the "Owners" overall project budget. It is the responsibility of the Construction Manager to be in close collaboration with the Owner and Architect to value-engineer, coordinate development of the project including material selections, building systems, material usage, detail development and other constructability, material and supply-chain issues that have budgetary impacts.

Stage Two – Balance of Construction Management services in accordance with the services as defined in the A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. Those services include, but are not limited to executing trade contracts, conducting all necessary meetings with trade contractors, creation and updating of project schedule, reviewing monthly progress payment requests, projecting cashflow, suggestions of project potential cost savings, coordination of information requested, monthly construction progress reports, coordination of trade contractors, maintaining as-built drawings, project financial management to coordinate with various incentive programs, project closeout activities, final payment application requests, providing all necessary personnel to management the construction of the project.

Additional work may be required over and above that level, and will be negotiated as necessary.

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

1. Signed and Completed Proposal & Award Page

2. Summary of Experience, Available Equipment, and Personnel – See Proposal Format, below

3. Narrative of Understanding of Service

4. Listing of any identified Subcontractors and their locations

5. Cost for Services – in separate envelope

PROPOSAL FORMAT

Your firm's response to this RFP should be arranged in the following format:

SECTION ONE: **Firm Information (2 pages max)**
Firm Profile / History
Key Personnel
Description of In-House Services (including both management and self-performed trades)

SECTION TWO: **Project Description & Firm Experience**
State your firm's understanding and description of the project.
Identify three similar projects that your firm has completed in the last 5 years. Include a brief description of the project, its proposed and final costs.

SECTION THREE: **Project Team**
An organizational chart identifying the project personnel and experience
Include team resumes and individual references for relevant projects

SECTION FOUR: **Project Schedule**
Provide a Master Schedule showing Pre-construction activities, with an emphasis on preconstruction leadership, including estimating and delivery methodologies.

SECTION FIVE: **Construction Logistics Plan**
Provide a Site Logistics Plan indicating construction staging, deliveries, safe separation of existing campus activities.

SECTION SIX: **Construction Management Services**
Provide a listing and description of the services your firm will provide for the project during both the Pre-construction and Construction phases

SECTION SEVEN: **Construction Management Cost & Fee Schedule**

List and delineate costs for the following:

A. **Pre-Construction Services** including but not limited to the involvement and extent of management, estimating, project planning and scheduling.

B. **Construction Services** including but not limited to the following:

   a. **CM Fee, OH&P,** clearly identifying the involvement and extent of management personnel.

   b. **Change Order Mark-up,** clearly identify the cost percentage that will be used for changes to the scope, after the bidding is complete. Include itemized mark-up percentage separately for self-performed work and for subcontracted work.

   c. **Fixed General Conditions,** clearly identifying the approximate cost per month for your firm, for your staff, supervision and site costs. Refer to list below of what is covered as a general condition cost. Provide an itemized list and add accordingly. Note if any of these will be provided as part of the CM management fee.

   d. **Reimbursable Costs**, clearly list all expected reimbursable costs and their estimated values per month.

EVALUATION

Staff will review the submitted proposals and make a recommendation to the City Commission for award based on the current purchasing policies of the City. The city does provide an incentive for businesses located in the City and within the County of Muskegon.

The following points will be used as scoring criteria of the proposals submitted; (40) Qualifications of Team, (30) Understanding of Service, (20) Priced Proposal, (10) Location.

Factors considered in the selection process are, but not necessarily limited to, the following:

- Demonstration of abilities to estimate and meet project budgets.
- Demonstration of ability to produce an agreeable project delivery methods and adherence to a schedule.
- Demonstration of abilities to successfully coordinate construction activity and all site logistics, phasing, safety and security requirements.
- Qualifications of the proposed project team, and their alignment with project requirements.
- Qualifications and capabilities of the proposed pre-construction lead, project manager and field superintendent.

- Similar project experience, specifically with civic / community-focused projects
- Demonstration of practices, both internal corporate and community based, that promote and encourage on-site worker diversity and current policies and practices addressing discrimination and equal opportunity.

SCHEDULE FOR AWARD

It is anticipated that the Preconstruction activities will begin immediately upon award.

Issue RFP..... ……June 17, 2026

Proposal Due Date ..... ……June 30, 2026 (2:00 PM)

City Commission Consideration and Award of Bids ……July 14, 2026

Preconstruction Services……July 2026 – August 2026

Construction Work Period..... ……August 2026 – December 2027

INSURANCE REQUIRMENTS

The Bidder will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

a. Hold Harmless Agreements: To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.

b. Consultant Insurance Requirements: Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.

.

c. Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.

d. General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.

e. Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than $500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than $500,000 per claim.

g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON CLERKS OFFICE.

i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:

1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance

2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance

3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance

4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance

5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

LOCAL PREFERENCE

The City Commission may give preference to local vendors as follows.

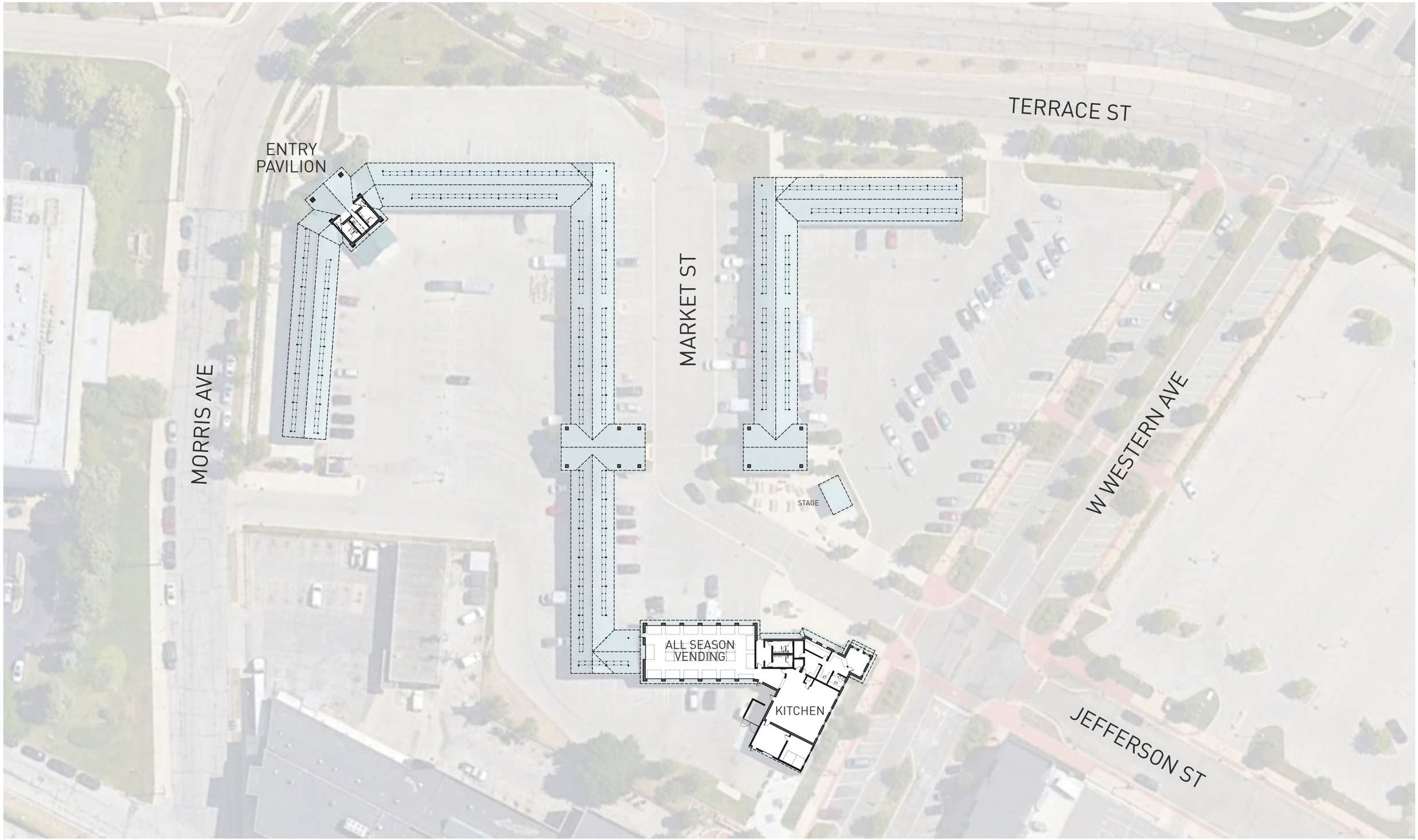
- Vendors located in the City of Muskegon may be awarded purchases or contracts when the lowest qualified local bid/price is within 2% or less of the lowest qualified non-local bid.
- An additional 0.5% difference in bid amount (for a total of 2.5%) will be considered for those qualified vendors located in the City of Muskegon which are not-for-profit and provide social

services to City of Muskegon residents.
- Vendors located in Muskegon County may be awarded purchases or contracts when the lowest qualified local bid/price is within 1% or less of the lowest non-local bid.
- For purchases under $1,000, local vendors shall be solicited unless valid reasons determine this is not in the best interest of the City.

DISADVANTAGED CONTRACTOR GOALS

The City Commission establishes goals for disadvantaged contractor participation in each trade as follows.
- 14% minority owned businesses
- 7% female owned businesses

A Disadvantaged Contractor Affidavit listing all disadvantaged contractors that were contacted to participate on the project as sub-contractors must be submitted by each bidder. The affidavit must clearly state why each potential subcontractor was not considered for inclusion in the project. A disadvantaged contractor refers to businesses that are owned and controlled by minorities, women, and other socially and economically disadvantaged persons.



INTEGRATED ARCHITECTURE

CONCEPT DESIGN | EXISTING SITE PLAN

0' 30' 60' 120' N

MUSKEGON FARMERS MARKET | 26 JUNE 2025 | 20250503

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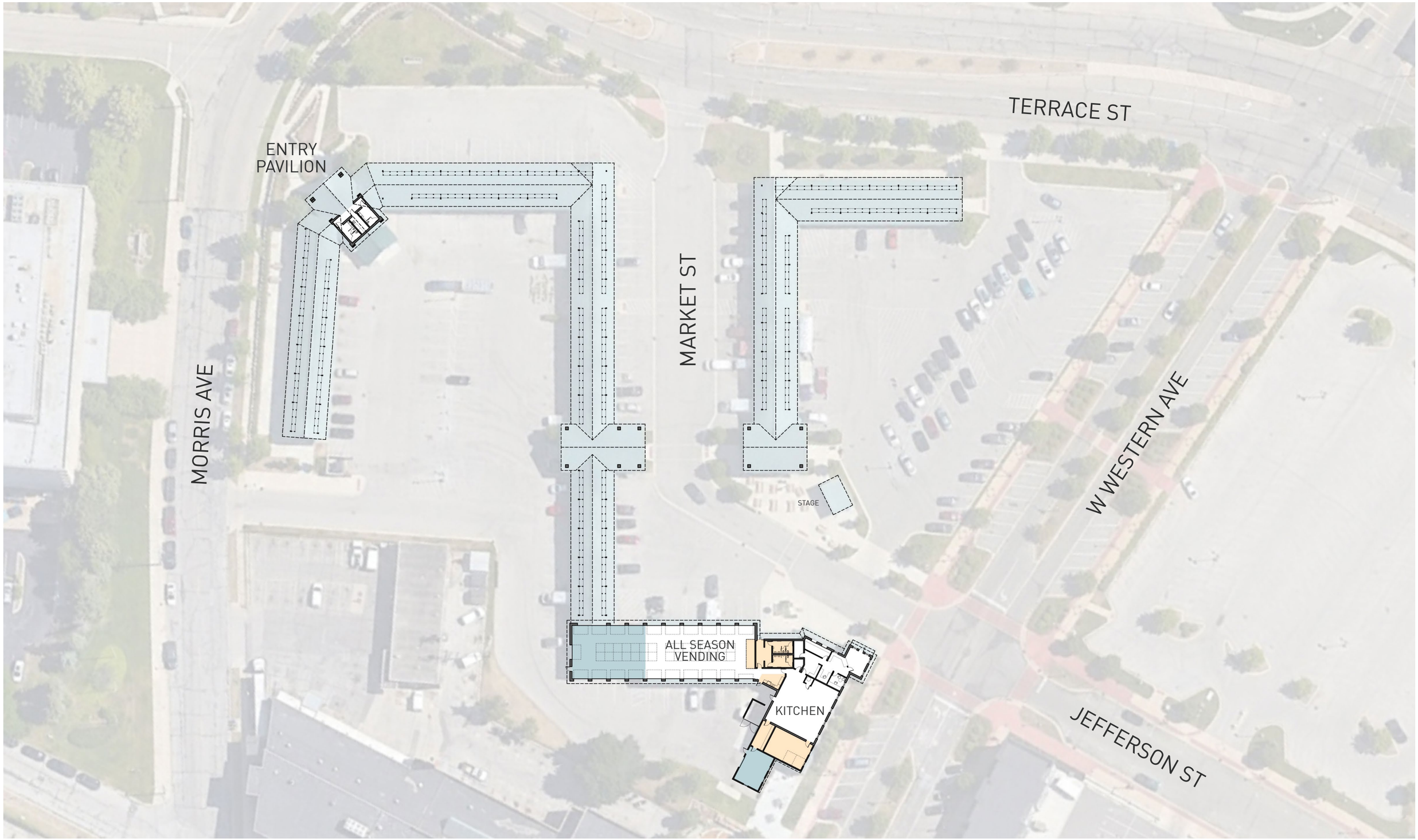

INTEGRATED ARCHITECTURE

CONCEPT DESIGN | PROPOSED SITE PLAN

0' 30' 60' 120' N

MUSKEGON FARMERS MARKET | 26 JUNE 2025 | 20250503

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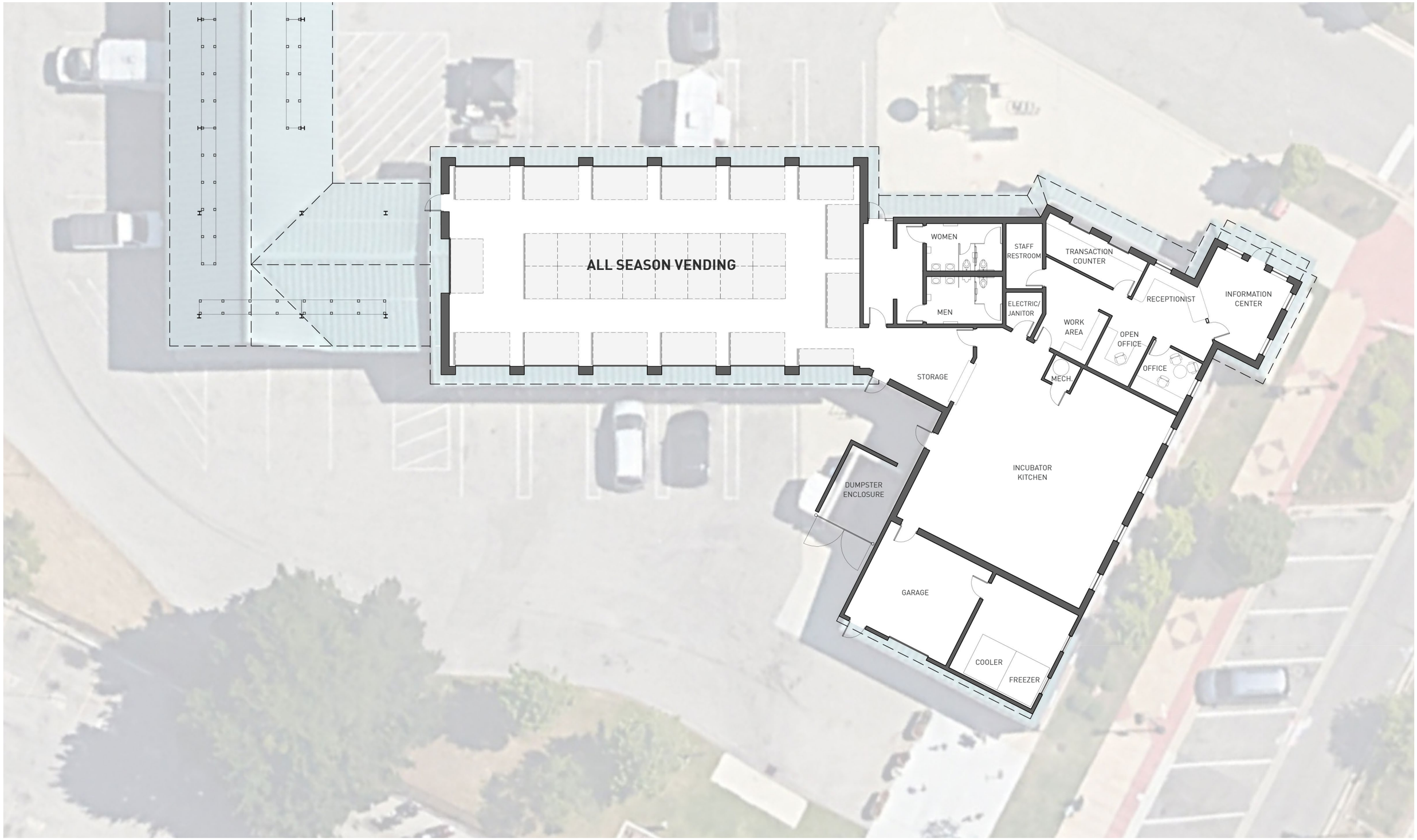

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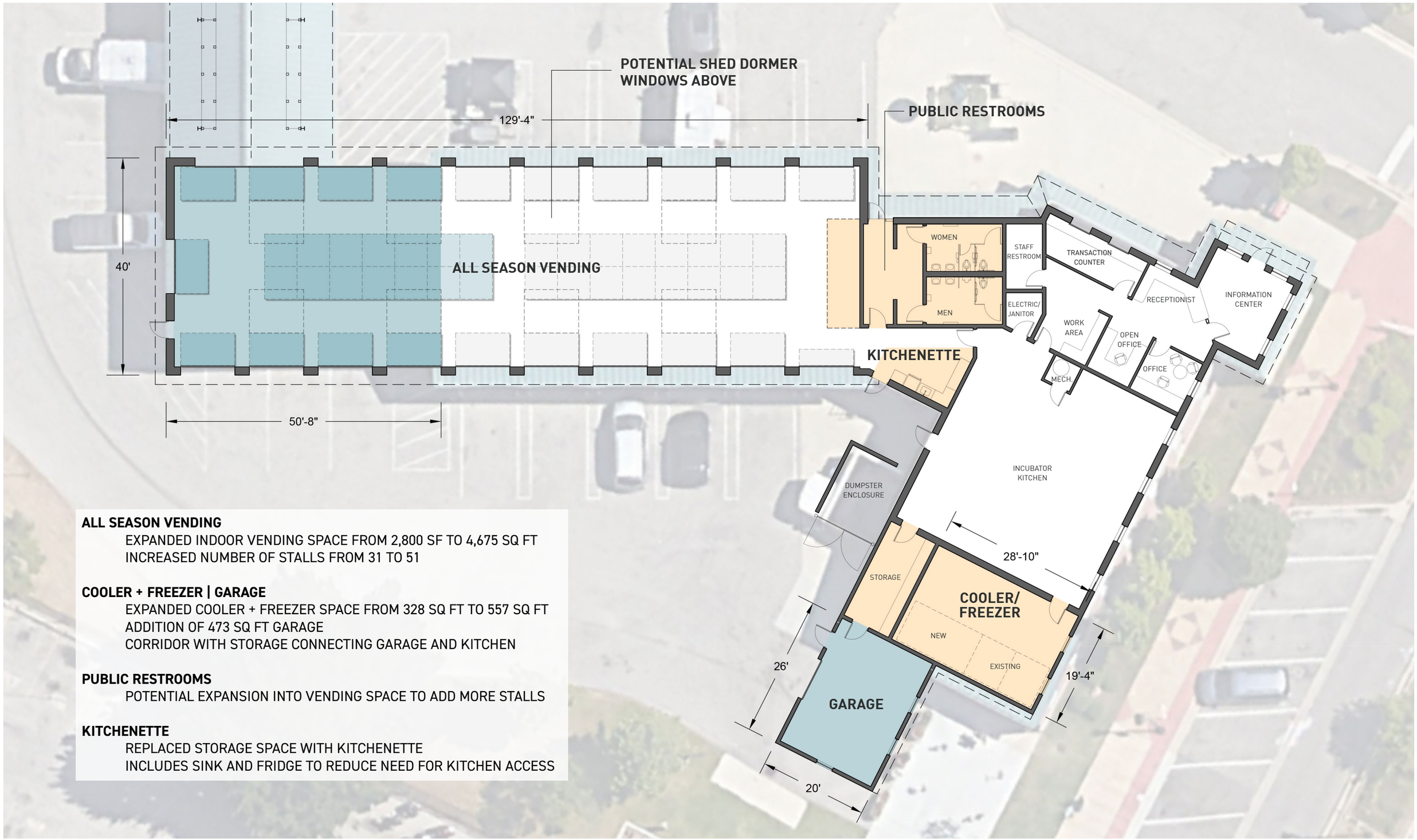

ALL SEASON VENDING

EXPANDED INDOOR VENDING SPACE FROM 2,800 SF TO 4,675 SQ FT
INCREASED NUMBER OF STALLS FROM 31 TO 51

COOLER + FREEZER | GARAGE

EXPANDED COOLER + FREEZER SPACE FROM 328 SQ FT TO 557 SQ FT
ADDITION OF 473 SQ FT GARAGE
CORRIDOR WITH STORAGE CONNECTING GARAGE AND KITCHEN

PUBLIC RESTROOMS

POTENTIAL EXPANSION INTO VENDING SPACE TO ADD MORE STALLS

KITCHENETTE

REPLACED STORAGE SPACE WITH KITCHENETTE
INCLUDES SINK AND FRIDGE TO REDUCE NEED FOR KITCHEN ACCESS

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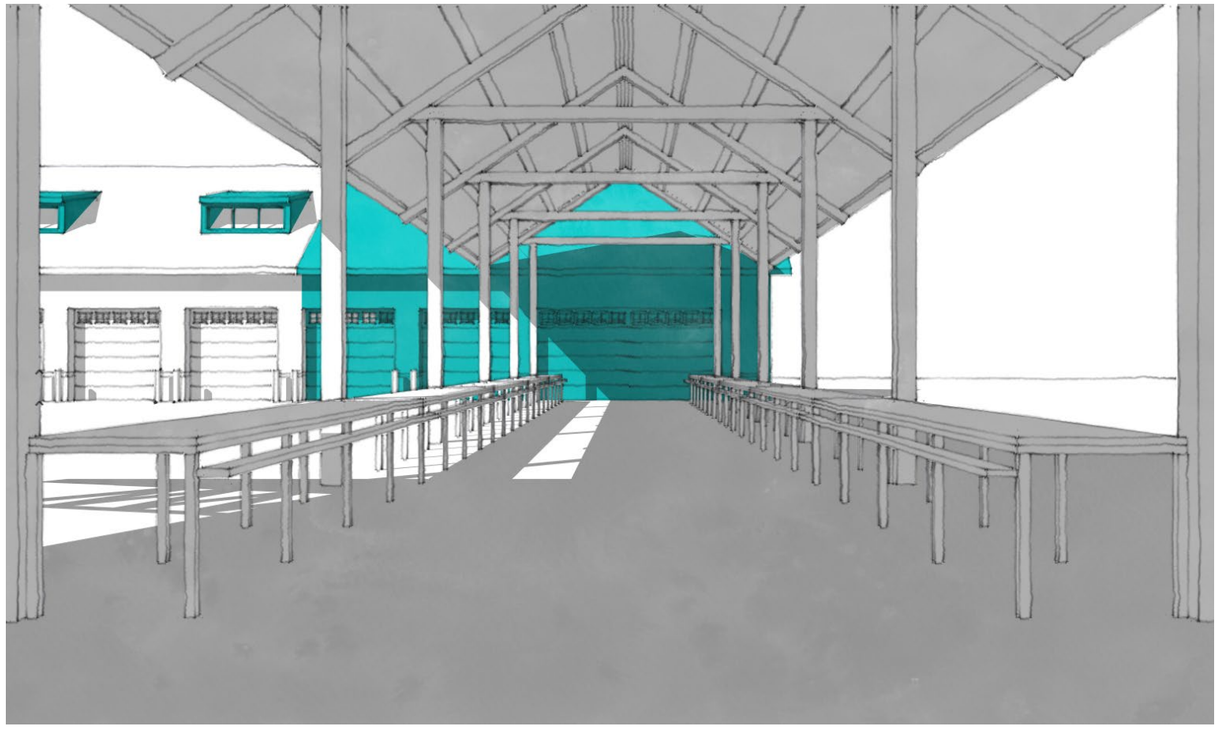

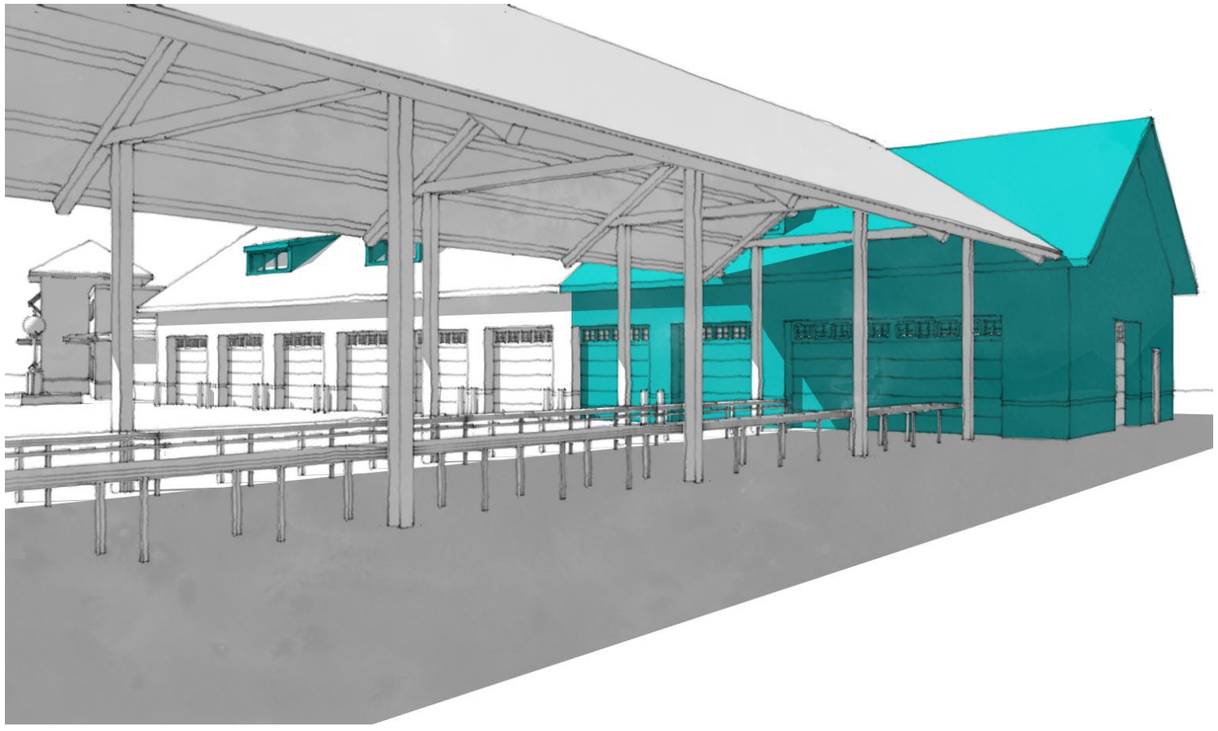

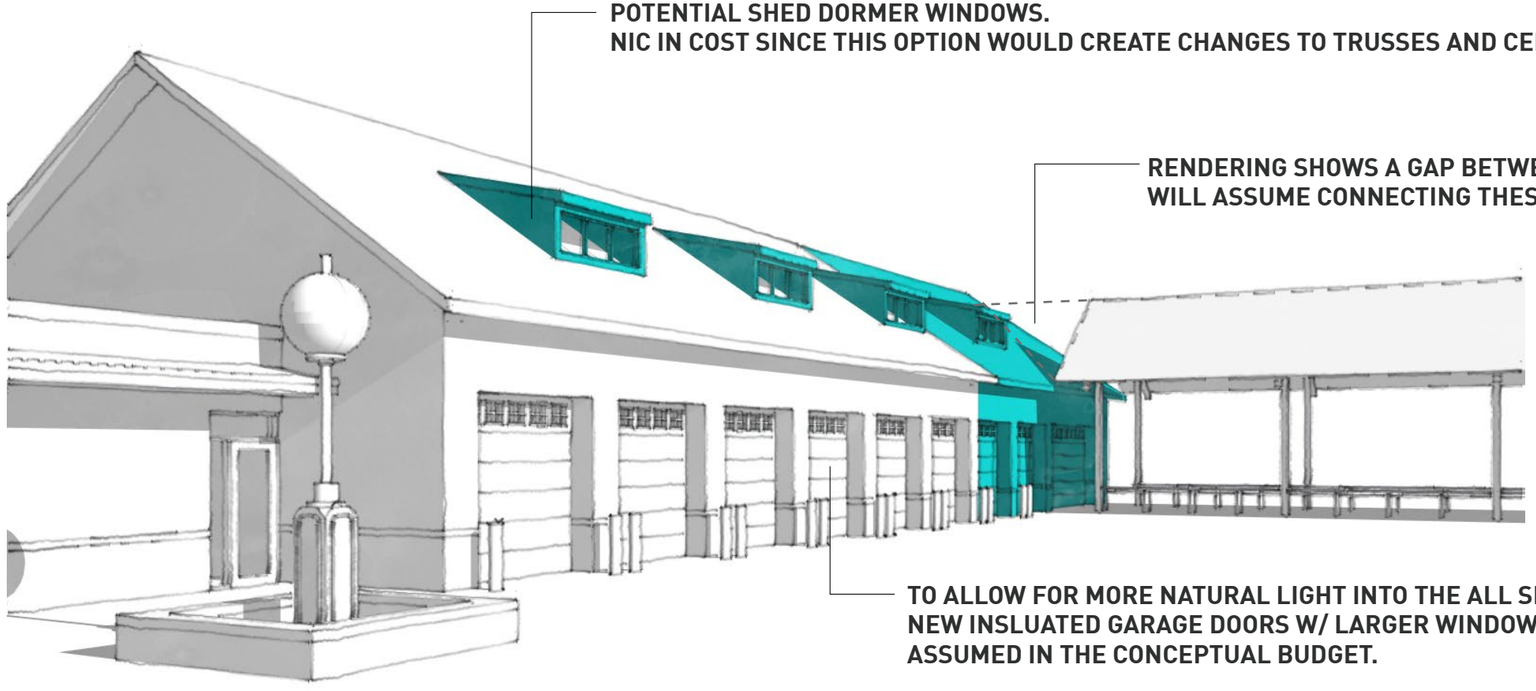

POTENTIAL SHED DORMER WINDOWS.
NIC IN COST SINCE THIS OPTION WOULD CREATE CHANGES TO TRUSSES AND CEILING WITHIN ALL SEASON VENDING.

RENDERING SHOWS A GAP BETWEEN ROOF FORMS. CONCEPT BUDGET WILL ASSUME CONNECTING THESE ROOF FORMS TO MANAGE RAIN.

TO ALLOW FOR MORE NATURAL LIGHT INTO THE ALL SEASON SPACE, NEW INSLUATED GARAGE DOORS W/ LARGER WINDOWS HAVE BEEN ASSUMED IN THE CONCEPTUAL BUDGET.

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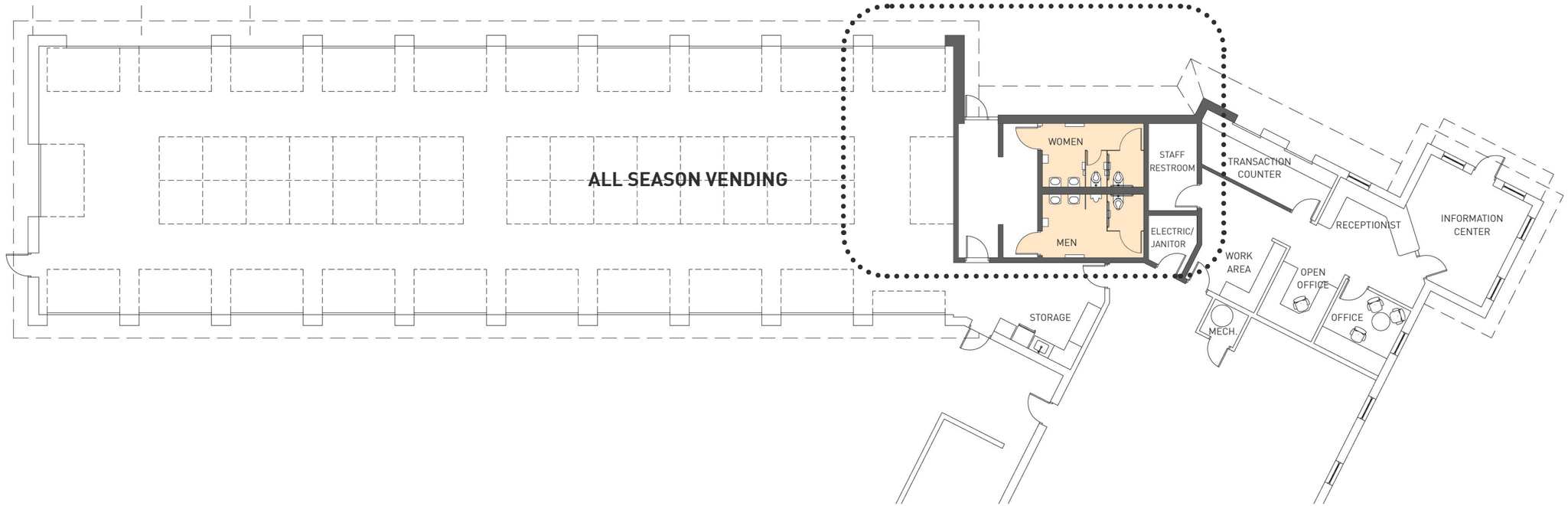
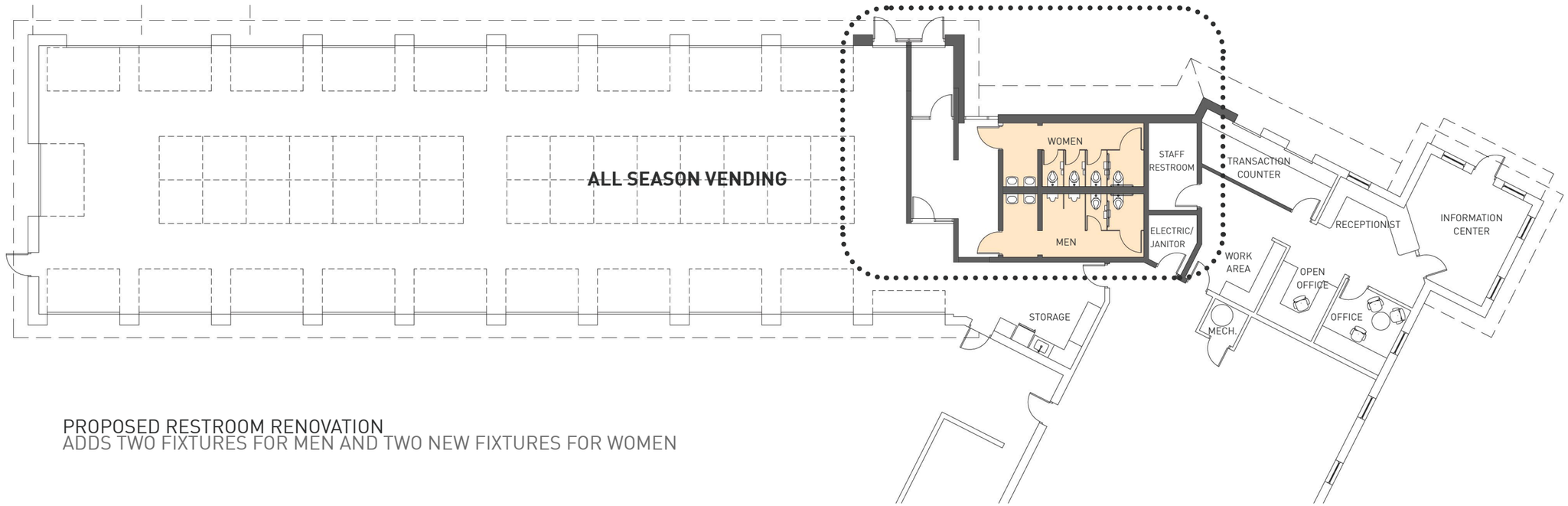
CURRENT RESTROOM PLAN



PROPOSED RESTROOM PLAN



PROPOSED RESTROOM RENOVATION
ADDS TWO FIXTURES FOR MEN AND TWO NEW FIXTURES FOR WOMEN

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City of Muskegon Bid Tabulation Form Muskegon Farmers Market CM RFP 2026							
Date – 6/30/26							
	Bidder #1		**Bidder #3**	**Bidder #4**	**Bidder #5**	**Bidder #6**	**Bidder #7**
Vendor	Clifford Buck Const Co	CopperRock Construction	Tridonn Cons Co.	CarbonSix Construction	Erhardt Construction	Wolverine Construction	Randers
Address	500 Irwin Ave, Muskegon	601 Fifth St, Ste 300, GR	1461 Evanston, Muskegon	6200 Wing Ave SE, GR	Ada & Muskegon	4045 Barden SE, GR	3597 Henry, Norton Shores
Phone	726-4913	616-920-1655	777-2681	616-588-3488	616-676-1676	616-949-3360	780-1200
Quoted By	Stephanie Starks	Matt Hall	Steven Null	Josh Collier	Ryan Formsma	Troy Redman	Joseph Bourdon

Description	**Bidder #1**	**Bidder #2**	**Bidder #3**	**Bidder #4**	**Bidder #5**	**Bidder #6**	**Bidder #7**
Stage One – Pre Const Services	No fee	No fee up to 20 combined mtg hours with PM and Pre-const Mgr; Project Mgr $90/hr; Pre-Const Mgr $75/hr	Fixed sum fee of $85K; covers all estimating, planning, preconstruction staffing, and coordination efforts.	$5000 (5 mo)	$4,500	$13,500	$11,250
Stage Two – CM Services							
CM Fee, OH&P	3.5%	3.75%	4%	3.15%	6%	3% & 2%	4%, 3%
Change Order Mark-Up	10% on self- performed; 5% on subcontracted	7%	5% on self-performed; 5% on subcontracted	5%	10% on self-performed; 6% on subcontractor	5%; 5% on self-perform	10%
Fixed General Conditions	$17,500/mo	PM $8240/mo; Site Supt $15,600/mo	$37,500/mo	$130,017	$33,502/mo	$23,485/mo	$23,333/mo
Reimbursable Costs	City reimburses for what CB paid	3.75%	$14,433/mo allowance	$12,425/mo	$1900/mo	$11,350/mo	$833/mo

PW TOTALS

		Clifford Buck		CopperRock		Tr
	Weight	Raw	Weighted	Raw	Weighted	Raw
Qualifications of Team	40	8	320	8	320	8
Understanding of Service	30	8	240	5	150	5
Priced Proposal	20	8	160	8	160	4
Location	10	10	100	5	50	10
Total Score	1000		**820**		**680**	

ridonn	CarbonSix		Erhardt		Wolverine		Ranc
Weighted	Raw	Weighted	Raw	Weighted	Raw	Weighted	Raw
320	7	280	10	400	10	400	5
150	7	210	10	300	9	270	5
80	7	140	5	100	7	140	8
100	5	50	9	90	5	50	9
650		**680**		**890**		**860**	

ders
Weighted
200
150
160
90
600

Muskegon Farmers Market
CM COST TABULATION SUMMARY

Date 6 July 2026
Client City of Muskegon
Architect Integrated Architecture, 840 Ottawa Avenue NW, Grand Rapids, Michigan 49503

	Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6	Bidder #7
Vendor	CarbonSix Construction	Clifford Buck Construction Company, Inc.	CopperRock Construction	Erhardt Construction	Randers Engineers & Constructors, Inc.	Tridonn Construction Co.	Wolverine Construction
Muskegon Area Location	N	Y	N	Y	Y	Y	N

Description	**Unit Price / Total**	**Unit Price / Total**	**Unit Price / Total**	**Unit Price / Total**	**Unit Price / Total**	**Unit Price / Total**	**Unit Price / Total**
Stage One - Pre Construction Services	$5,000 (LS)	No Fee ($0)	$0 for first 20 combined mtg. hrs (PM $90/hr + Precon Mgr $75/hr beyond that)	$4,500 (LS)	$11,250 (LS)	$85,000 (LS) Estimate	$13,500 (LS)
Stage Two – CM Services							
CM Fee, OH&P	5.10% of Constr. Cost* (3.15% CM Fee + 0.55% Gen. Liab. + 1.10% P&P Bond + 0.30% PM Software)	3.5% of Constr. Cost (Bonds TBD - not incl.; Prof. Liab. $850/mo at cost if req'd)	3.75% of Constr. Cost	6.00% of Constr. Cost	4% + 3% of = 7%combined	4% of Cost of Work (explicitly labeled 'estimate until plans/specs reviewed')	CM Fee 3% + OH&P 2% = 5% of Constr. Cost (explicitly split into two labeled components)
Change Order Mark-Up	5.00% flat** (not broken out self-perform vs. sub)	10% self-performed / 5% subcontracted (broken out per RFP)	7.00% flat** (not broken out self-perform vs. sub)	10% self-performed / 6% subcontracted (broken out per RFP)	10% flat** (not broken out self-perform vs. sub)	5% self-performed / 5% subcontracted	'CM Markup' 5% / 'Self-Perform Markup' 5%
Fixed General Conditions	$142,442 (5-mo. duration; prorated monthly if extended) ~$28,488/mo.	$17,500/mo. (based on 10-mo. sched.; PM/Supt/OH&P bundled in GC matrix)	PM $100/hr, max $8,240/mo. + Supt $90/hr, max $15,600/mo. + $500/mo field office + $500/mo fuel = $24,840/mo. MAX (no schedule given to calc. total)	$33,502/mo. (Supt. $25,282/mo. + PM $6,404/mo. + Safety $866 + Trailers $450 + Debris $500)	$23,333/mo. (lump sum - no itemized breakdown provided)	$37,500/mo. (labeled 'rough estimate, firmer numbers with plans/specs')	$23,485/mo. (itemized by category: Supervision, PM, Asst. PM, Safety Mgr, jobsite office, etc. - no per-line $ given)
CM Fee, OH&P	**5.10%**	**3.50%**	**3.75%**	**6.00%**	**7.00%**	**4.00%**	**5.00%**
Fixed General Conditions	**$28,488 / mo**	**$17,500 / mo**	**$24,840 / mo**	**$33,502 / mo**	**$23,333 / mo**	**$37,500 / mo**	**$23,485 /mo**

Reimbursables (not used in evaluation as data fields and cost categories were not consistent among proposals)	$12,425 (5-mo. duration)	Combined into GC matrix (not separately itemized)	Detail and units not fully specified	$1,900/mo. (Postage $50 + Pro-Core $1,000 + Toilets $125 + Jobsite Comm. $725)	$833/mo. (lump sum - no itemized breakdown provided)	$14,433/mo. estimated allowance (labeled 'rough estimate')	$11,350/mo. (itemized: Building Permits, Insurance, PL&M Bonds, Materials Testing - no per-line $ given)

Muskegon Farmers Market
CM PROPOSAL EVALUATION SUMMARY

Construction Management Proposals Received:

1. Carbon Six Construction
2. Clifford Buck Construction
3. CopperRock Construction
4. Erhardt Construction
5. Randers Engineers & Construction
6. Tridonn Construction
7. Wolverine Construction

Proposal Evaluation Criteria

A weighted scoring matrix was utilized to evaluation all proposals. Referencing requirements stated in the Request for Proposal (RFP), all proposals were scored independently by City Staff and by Integrated Architecture. Experience, qualifications and project understanding comprised 70% of weighted criteria, with cost and location proximity to City of Muskegon comprising 30% of overall score.

Proposed costs were evaluated objectively, using each of requested cost criteria included in the RFP. Costs among categories were scored and blended, resulting in a cost ranking for each firm, and then weighted (20%).

Detailed evaluation criteria and weighting provided below:

1. Team Qualifications | 40%
2. Project Understanding and Services | 30%
3. Cost | 20% (blended CM Fee + General Conditions + Change Order Mark-Up)
4. Location | 10%

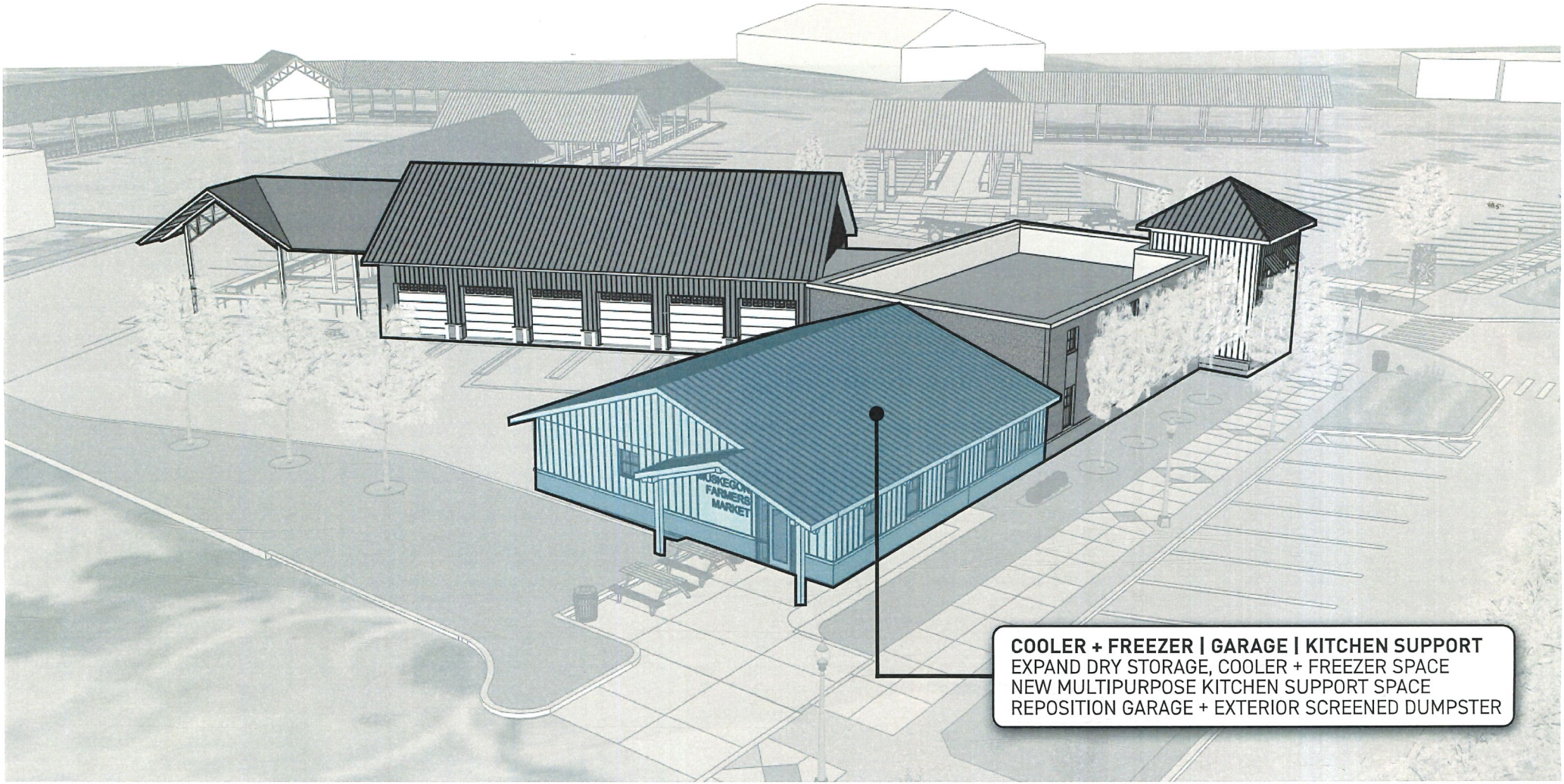
Ranked Construction Management Proposals | Top 3

1. **Erhardt Construction (recommended award)**
2. Clifford Buck Construction
3. Wolverine Construction

Action: Based on proposal review, scoring and evaluation, award of Construction Management services is recommended to Erhardt Construction. Given active development of the project scope and funding determinations, it is recommended that Erhardt enter into an agreement with City of Muskegon for Stage 1 Preconstruction Services and associated costs.

Reviewer Comments:

Erhardt Construction	**Clifford Buck Construction**	**Wolverine Construction**
Weighted Score: **740**	Weighted Score: **720**	Weighted Score: **700**
• Local to Muskegon • Professionally prepared proposal • Detailed breakdown of fees, services, GC's and allocation within each requested category • Positive community focused project examples • Detailed project schedule • Description of cost control methods. • Dedicated and robust project team • Examples of accuracy of estimate to actual construction cost	• Local to Muskegon • Local experience on community projects • GC with CM and D/B Capabilities • Uncertain about which D/B services would be needed • Uncertain on team assignments and project roles • Thorough project schedule • Lacked detailed description of project approach, challenges, cost control measures, etc • Weak logistics plan	• Grand Rapids Location • Large firm, well-established • Relevant project examples • Professional team and responsibility description • Detailed schedule, but doesn't align with project objectives • Professionally prepared proposal • Good logistics plan



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INTEGRATED ARCHITECTURE

CONCEPT DESIGN | PROPOSED PHASE ONE _ AERIAL VIEW

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Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Resolution Setting Annual Service Fee, Trinity Village
Submitted by: Jake Eckholm, Development Services Director	**Department:** Economic Development

Brief Summary:
MSHDA has sold Trinity Village I and II to Fox Property Group to renovate and operate as affordable housing.

Detailed Summary & Background:
In 2019, MSHDA foreclosed on Trinity Village Apartments on Valley Street due to nonpayment of various debts and liabilities, including two outstanding mortgages. MSHDA took possession of the properties and has managed them since, making several capital improvements. They have been seeking an investor since then, and we are pleased that Will Fox of Fox Property Group has acquired the site with the intent to continue it as an affordable housing complex. The units will all target 50-60% AMI tenants, and it is anticipated that there will be no displacement of the existing tenant base.

The attached documents have been reviewed by the City Attorney as well as Mr. Fox's counsel, they utilize the new language we recently added to the code of ordinances to make extensions of PILOT's easier under the workforce housing MSHDA Act amendment.

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

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

Recommended Motion:
Motion to approve the Resolution Setting Annual Service Fee as presented and to authorize the Mayor and Clerk to sign.

Approvals: Immediate Division X	**Name the Policy/Ordinance Followed:** Chapter 82 of the City Code of Ordinances

Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review	X	

Resolution Setting Annual Service Fee
for the Workforce Housing Development
by TRINITY VILLAGE I AND II LIMITED DIVIDEND HOUSING ASSOCIATION LLC

Whereas, TRINITY VILLAGE I AND II LIMITED DIVIDEND HOUSING ASSOCIATION LLC (the "Sponsor"), has applied to the City of Muskegon for a determination that a proposed workforce housing project sponsored by it the property represented on Exhibit A is entitled to the exemption from taxes authorized by Chapter 82 of the City of Muskegon Code of Ordinances; now therefore, be it

Resolved, that the proposed workforce housing project is within the class of housing developments entitled to an exemption under Chapter 82, if it meets the following contingencies:

a. Sponsor shall provide documentation to the City substantiating ownership of the subject properties.

b. Rehabilitation of 60 units of the proposed workforce housing project shall be commenced within twelve (12) months from the date of the Michigan State Housing Development Authority's ("MSHDA") notification of exemption, or this resolution shall be void and of no effect.

c. For the life of this Workforce Housing Resolution, 100% of the dwelling units in the proposed workforce housing project will be restricted to rental units or other housing options that are reasonably affordable to, and occupied by, a household whose total household income is not greater than 120% of the area median income published by the Michigan Statewide Housing Development Authority.

d. The Sponsor shall submit an affidavit to MSHDA in the form required by MSHDA for certification that the workforce housing project is eligible for the workforce housing exemption.

e. Upon receipt of notification from MSHDA that the workforce housing project is eligible for a workforce housing exemption, the Sponsor shall file the certified notification of exemption with the City Assessor before November 1 of the year preceding the tax year in which the exemption is to be effective; and,

f. Sponsor shall record a restrictive covenant in a form acceptable to the City Attorney. The restrictive covenant shall be recorded in the register of deeds for the county in which the workforce housing project is located and shall comply with the requirements of Chapter 82; and, further be it

Resolved, that in lieu of ad valorem property taxes, the Sponsor shall pay an annual service charge equal to ten percent (10%) of the "Annual Shelter Rent" as defined in Section 82-46 for that portion of the workforce housing project occupied for Workforce Housing; and, further be it

Resolved, that annually, no later than April 29, the Sponsor shall provide the City Assessor the Sponsor's budget for Annual Shelter Rent for the current calendar year and a copy of Sponsor's financial statements for the preceding calendar year, prepared in accordance with generally accepted auditing standards or, if Sponsor is not subject to an audit requirement, Sponsor's compiled financial statements for the preceding calendar year prepared in accordance with generally accepted accounting principles and certified by Sponsor; and, further be it

Resolved, that the tax exempt status granted by this Resolution shall remain in effect for 15 years, unless otherwise terminated pursuant to Chapter 82 or this Resolution; and, further be it

Resolved, that all portions of Chapter 82 are hereby incorporated by reference; and, further be it

Resolved, that this Resolution may be assigned by the Sponsor only to subsequent owners of the workforce housing project who shall agree to abide to its terms. If not assigned, to and accepted by subsequent owners of the workforce housing project, it shall automatically terminate; and further be it

Resolved, that the Mayor and City Clerk execute a contract with the Sponsor providing the tax exemption and acceptance of payments in lieu of taxes as defined within this resolution and its application, such contract subject to approval as to substance by the City Manager and as to form by the City Attorney.

YEAS: _____

NAYS: _____

I hereby certify that the above Resolution was adopted by the City Commission of the City of Muskegon at its regular meeting held on _____, in the Commission Chambers, City Hall, 933 Terrace, Muskegon, Michigan.

_____
Ann Meisch, City Clerk

EXHIBIT A
Legal Description

CITY OF MUSKEGON WELWORTH NUMBER 1 LOTS 181-187 INCL LOT 191 & PART OF LOTS 188 189, 190 & 192 BEING FURTHER DESC AS BEG AT NW COR OF WELWORTH NUMBER 1 TH S 89D 44M 06S E 349.80 FT TO NE COR SD PLAT TH S 00D 47M 52S W 317.29 FT ALG E LN SD PLAT TH S 89D 42M 03S W 341.75 FT TO W LN SD PLAT TH N 01D 09M 00S E 317.11 FT TO POB INCLUDES VACATED SUSAN CT SBJT TO GRANT OF ESMNT L 3613 P 666

CITY OF MUSKEGON WELWORTH NUMBER 1 LOTS 193-203 INCL & PT OF LOTS 188, 189, 190 & 192 BEING FURTHER DESC AS BEG AT SW COR OF WELWORTH NUMBER 1 TH ELY 343.2 FT TO SE COR OF SD PLAT TH NLY 322.29 FT TH WLY TO E LN OF VALLEY ST TH SLY TO POB INCLUDES VACATED JANE CT SBJT TO GRANT OF ESMNT L 3613 P 669

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Workforce Housing Restrictive Covenant, Trinity Village
Submitted by: Jake Eckholm, Development Services Director	**Department:** Economic Development

Brief Summary:
MSHDA has sold Trinity Village I and II to Fox Property Group to renovate and operate as affordable housing.

Detailed Summary & Background:
In 2019, MSHDA foreclosed on Trinity Village Apartments on Valley Street due to nonpayment of various debts and liabilities, including two outstanding mortgages. MSHDA took possession of the properties and has managed them since, making several capital improvements. They have been seeking an investor since then, and we are pleased that Will Fox of Fox Property Group has acquired the site with the intent to continue it as an affordable housing complex. The units will all target 50-60% AMI tenants, and it is anticipated that there will be no displacement of the existing tenant base.

The attached documents have been reviewed by the City Attorney as well as Mr. Fox's counsel, they utilize the new language we recently added to the code of ordinances to make extensions of PILOT's easier under the workforce housing MSHDA Act amendment.

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

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

Recommended Motion:
Motion to approve the Restrictive Covenant as presented, and to authorize the mayor and clerk to sign

Approvals: Immediate Division | X |	**Name the Policy/Ordinance Followed:** Chapter 82 of the City Code of Ordinances

Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review	X	

WORKFORCE HOUSING RESTRICTIVE COVENANT

This Workforce Housing Restrictive Covenant ("Restrictive Covenant") is made by and between the City of Muskegon, Michigan ("Municipality") and TRINITY VILLAGE I AND II LIMITED DIVIDEND HOUSING ASSOCIATION LLC ("Sponsor") as of July 14th, 2026.

R E C I T A L S:

A. Sponsor is the owner of certain real property in the City of Muskegon, County of Muskegon, Michigan, and more particularly described by Exhibit A (the "Property"), which is attached hereto and incorporated by reference into this Agreement.

B. Sponsor has offered to provide 60 workforce housing units as defined by MCL 125.1415a(10)(d) on the Property (the "Project") and has applied to Municipality for a workforce housing exemption from ad valorem property taxes under Section 15a of the State Housing Development Authority Act, being Public Act 346 of 1966, as amended (the "Act").

C. In consideration of Sponsor's offer to undertake the Project, Municipality has agreed to exempt the Project from all *ad valorem* property taxes imposed by any taxing jurisdiction and to accept in lieu thereof payment of an annual service charge for a period of 15-years as provided by Chapter 82 of the City Code of Ordinances, as amended ("Ordinance").

D. Upon completion of the Project, the annual service charge paid in lieu of all *ad valorem* property taxes shall be equal to ten percent (10%) of the annual shelter rents collected from the Project and shall be paid as provided in the Ordinance.

E. Sponsor and Municipality agree that the economic feasibility of the Project depends upon the continuing effect of the annual service charge in lieu of all *ad valorem* taxes approved by Municipality for the 15-year exemption period.

F. Accordingly, upon recording with the Muskegon County Register of Deeds, this Restrictive Covenant will restrict use the Project to workforce housing for the 15-year exemption period.

NOW, THEREFORE, in consideration of Municipality's acceptance of payment of the annual service charge in lieu of all *ad valorem* property taxes and Sponsor's commitment to construct or rehabilitate the Project, Sponsor and Municipality hereby covenant as follows:

1. **Recitals.** The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.

2. **Definitions**. All words and phrases used in this Restrictive Covenant have the same meaning as defined in the Act or the Ordinance.

3. **Workforce Housing Covenant**. The Project will, upon completion of the proposed construction or rehabilitation, constitute workforce housing for households for persons and families whose household income is not greater than 120% of the area median income, as published by the Michigan State Housing Development Authority ("the Authority) for Muskegon County, adjusted for family size. Two of the housing units in the Project will be rented, or available for rental, on a continuous basis to members of the general public throughout the term of this Restrictive Covenant. The third unit will be reserved as a secondary residence for the Sponsor and is not subject to workforce housing requirements or annual service charge calculations.

4. **Term of Exemption**. The exemption from *ad valorem* property taxes approved by Municipality shall remain in effect in accordance with this Restrictive Covenant restricting use of the Project to workforce housing for a period of 15-years, ending on December 31, 2041, or so long as the Project is used as workforce housing, whichever is less. The exemption shall automatically terminate upon the foreclosure or the giving of a deed in lieu of foreclosure for the Property.

5. **No Violation**. Sponsor agrees that it will not knowingly take or permit any action that would result in a violation of the requirements of this Restrictive Covenant or the Ordinance, which is incorporated herein as if a part of this Restrictive Covenant. Further, Sponsor agrees to take any required action, including the amendment of this Restrictive Covenant, as may be necessary, in the determination of the Municipality or of the Michigan State Housing Development Authority (the "Authority"), to comply with the Ordinance. If Municipality determines that the Project is not in compliance with the requirements of this Restrictive Covenant, and Sponsor, after receiving written notice of the non-compliance from Municipality, does not correct such non-compliance within thirty (30) days, Municipality shall be entitled to take such actions as it deems necessary to enforce the provisions of this Restrictive Covenant, including but not limited to termination of this Restrictive Covenant, imposition of reasonable penalty fees, and injunctive relief. Municipality shall be entitled to reasonable attorney fees and costs incurred by the City in enforcing this Restrictive Covenant.

6. **Sponsor to Demonstrate Compliance**. Sponsor will provide Municipality with such certifications, reports and other information as are required by Municipality to demonstrate compliance with the Ordinance. Sponsor will provide Municipality and Authority with an annual verification of compliance with this Restrictive Covenant, in a form specified by the Authority. In the event that the Sponsor fails to provide the Municipality with the requested information within fifteen (15) days of such request or annual verification, such failure shall constitute non-compliance with this Restrictive Covenant and be enforceable under Section 5.

7. **Transfer of Ownership**. Sponsor will, prior to a sale or other voluntary transfer of ownership of the Project or any part thereof, notify Municipality in writing, and will enter into any agreements with the purchaser or transferee as may be prescribed by Municipality to ensure such purchaser's or transferee's compliance with this Restrictive Covenant and Michigan law. Any sale or voluntary transfer must include provisions mandating that the purchaser or transferee preserve the Property's use as Workforce Housing, in accordance with the specific terms and conditions set forth by this Restrictive Covenant and shall not change the use of the Property without the prior written consent of the Municipality.

8. **Enforceability**. This Restrictive Covenant is enforceable in any court in the State of Michigan having jurisdiction thereof, by Municipality, and to the extent required by the Ordinance, by any individuals who are tenants of the Project.

9. **Covenant Running with the Land; Binding Effect**. The foregoing covenant shall constitute and be enforced as a covenant running with the land under Michigan law and shall be binding on all successors or assigns of Sponsor or Municipality and any future owner or operator of the Project for the full 15-year exemption period.

10. **Miscellaneous**. In the event of any conflict between the terms of this Restrictive Covenant and the requirements of the Ordinance the requirements of the Ordinance shall prevail. This Restrictive Covenant may only be amended or terminated by a writing signed by both Sponsor and Municipality, unless otherwise specified in this Restrictive Covenant. The invalidity of any clause or provision of this Restrictive Covenant shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, is this Covenant is effective as of July 14, 2026.

[Signature Pages Follow]

CITY OF MUSKEGON

By: _____
Its: Mayor

By: _____
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this day of _____ by Kenneth Johnson, as Mayor, and Ann Meisch as Clerk, of the City of Muskegon, a municipal corporation of the State of Michigan.

_____

Notary Public, _____County, MI
My Commission Expires: _____
Acting in _____ County, MI

SPONSOR
TRINITY VILLAGE I AND II LIMITED DIVIDEND HOUSING ASSOCIATION LLC

By: _____

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, as the _____ of _____, a Michigan _____, on behalf of said _____.

_____

Notary Public, _____County, MI
My Commission Expires: _____
Acting in _____County, MI

DRAFTED BY:
Parmenter Law
c/o Brennen Gorman, Esq.
601 Terrace Street
Muskegon, MI 49440

WHEN RECORDED RETURN TO:
Parmenter Law
601 Terrace Street
Muskegon, MI 49440

EXHIBIT A

Legal Description of Property

CITY OF MUSKEGON WELWORTH NUMBER 1 LOTS 181-187 INCL LOT 191 & PART OF LOTS 188 189, 190 & 192 BEING FURTHER DESC AS BEG AT NW COR OF WELWORTH NUMBER 1 TH S 89D 44M 06S E 349.80 FT TO NE COR SD PLAT TH S 00D 47M 52S W 317.29 FT ALG E LN SD PLAT TH S 89D 42M 03S W 341.75 FT TO W LN SD PLAT TH N 01D 09M 00S E 317.11 FT TO POB INCLUDES VACATED SUSAN CT SBJT TO GRANT OF ESMNT L 3613 P 666

CITY OF MUSKEGON WELWORTH NUMBER 1 LOTS 193-203 INCL & PT OF LOTS 188, 189, 190 & 192 BEING FURTHER DESC AS BEG AT SW COR OF WELWORTH NUMBER 1 TH ELY 343.2 FT TO SE COR OF SD PLAT TH NLY 322.29 FT TH WLY TO E LN OF VALLEY ST TH SLY TO POB INCLUDES VACATED JANE CT SBJT TO GRANT OF ESMNT L 3613 P 669

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** CWSRF & DWSRF FY-26 - Hadden, Randolph, and Winchester Street & Utility Project Award
Submitted by: Todd Myers, Deputy Director of Public Works	**Department:** Public Works

Brief Summary:
Staff seeks authorization to enter into a contract with Montgomery Excavating in the amount of $6,070,802 contingent upon successful financial arrangements with the CWSRF & DWSRF programs, and authorization for the Clerk to sign the included Intent to Award resolution.

Detailed Summary & Background:
The City's engineering consultant Prein & Newhof solicited bids for sewer replacement, water main replacement, lead service line replacement and street reconstruction in the Glenside neighborhood, on Hadden, Randolph, and Winchester west of Wickham. This project was introduced to the Commission at the November 10, 2025 regular meeting when the engineering work was awarded. It was also included in our DWRF and CWSRF Project Plans in June of 2025.

The low bidder, Montgomery Excavating, has performed similar projects and is recommended by staff and by Prein & Newhof. Their low bid of $6,070,802 is well below the other bids received, however after consultation, Montgomery is confident in their ability to complete the work.

This project is financed through the sale of bonds in partnership with the State of Michigan Clean Water and Drinking Water Revolving Funds. The State of Michigan programs offer grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered grants and forgiveness worth 18% of the water system cost, and 13% of the sewer system cost. For this project that is estimated at a combined $1,185,260 in aid. The remainder of the project will be financed with a 2% interest rate. The portion of the project that will be financed will be added to the water and sewer debt fees. Staff estimates that when fully in effect in FY28, the combined debt fees associated with this project will be $1.50 per month on a standard residential bill.

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: $6,070,802.00 (Bonded)	**Budgeted Item:**

Yes	X	No		N/A		

Fund(s) or Account(s):
590 (Sewer) and 591 (Water)

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
I move to authorize staff to enter into a contract with Montgomery Excavating in the amount of $6,070,802 contingent upon successful financial arrangements with the CWSRF & DWSRF programs, and authorize the Clerk to sign the included Intent to Award resolution.

Approvals:

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

Name the Policy/Ordinance Followed:
Purchasing Policy

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

July 6, 2026
2250950

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: SRF/DWRF FY 2026
Wastewater and Water System Improvements – Hadden, Randolph, and Winchester

Dear Mr. Vander Heide:

On Thursday, June 24th, the City received five bids for the referenced project. The bids ranged from $6,070,802.00 to $9,340,272.50. Montgomery Excavating of Ionia, MI submitted the lowest bid at $6,070,802.00. A tabulation of the bids is enclosed for reference.

This project is being financed through both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF). Due to the overlap of the various scopes of work, the State has required an Alternative Justifiable Expenditures calculation to be completed to determine the financing share for each program, this breakdown is as follows:

CWSRF Eligible	$3,297,058.53
DWSRF Eligible	$2,773,743.47

We discussed the project with Montgomery. They indicated a good understanding of the project's critical elements such as work on private property, schedule, and criticality of the infrastructure being worked on and around. Work will begin in the spring of 2027. They did not express any concerns with completing the project successfully and on time.

Montgomery Excavating has successfully completed projects of similar size with Prein&Newhof and in neighboring communities in the past.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof

Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Sheets

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER AND WATER SYSTEM IMPROVEMENTS

2026-__

WHEREAS, the City of Muskegon wishes to construct improvements to its existing wastewater collection system and its existing water treatment and distribution system; and

WHEREAS, the wastewater system improvements project formally adopted on April 25, 2023 will be funded through Michigan's Clean Water State Revolving Loan Fund (CWSRF) program; and

WHEREAS, the water system improvements project formally adopted on May 23, 2023 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Utility and Street Improvements, Hadden, Randolph and Winchester Project and has received a low bid in the amount of $6,070,802.00 from Montgomery Excavating LLC of Ionia, MI; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed wastewater and water system project to Montgomery Excavating of Ionia, MI, contingent upon successful financial arrangements with the CWSRF and DWSRF Programs.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 14, 2026.

BY: Ann Meisch, City Clerk

Signature Date

Prein&Newhof
Engineers▪Surveyors▪Environmental▪Laboratory

Bid Tabulation Summary

Bid Date:	Bid Time (Local):
June 25, 2026	2:00 PM

Owner:
City of Muskegon

Project Title:
Utility and Street Improvements: Hadden, Randolph and Winchester, DWSRF 7929-01

Project #:
2250950

Number	Contractor Name	Bid Amount
1st	Montgomery Excavating 4052 S State St, Ionia, MI 48846	$6,070,802.00
2nd	Wadel Stabilization 2500 N. Oceana Dr, Hart, MI 49420	$8,336,966.00
3rd	Terra Contractors 856 Pulaski, Muskegon, MI 49441	$8,488,232.00
4th	McCormick Sand 5430 Russell Rd, Twin Lake, MI 49457	$8,650,445.00
5th	Jackson-Merkey Contractors 3430 Lund Ave, Muskegon, MI 449442	$9,340,272.50

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Purchase of Tax Auction Properties
Submitted by: Samantha Pulos, Code Coordinator	**Department:** Planning

Brief Summary:
Purchase of one vacant lot from the County Treasurer.

Detailed Summary & Background:
Prior to the August 26th, 2026 Tax Auction, the City has the opportunity to express interest in vacant land and houses to the County Treasurer. This year, there is 1 vacant lot (1079 Holt) the City would like to acquire. The lot will be used to help further infill housing goals. This property will be purchased for public purposes.

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:
$756.05+ $30.00 ($30 fee for each property to record the deed) = $786.05

Budgeted Item:

Yes	X	No		N/A		

Fund(s) or Account(s):
Housing Fund (447)

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
Authorize the Code Coordinator to proceed with the purchase of the addresses in the attached letter of intent from the Muskegon County Treasurer Tax Auction, 8/26/2026.

Approvals:

Immediate Division Head	x	
Information Technology		
Other Division Heads	x	
Communication		

Name the Policy/Ordinance Followed:
Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property

Legal Review			

CITY OF
MUSKEGON
DEVELOPMENT SERVICES

July 14, 2026

MUSKEGON COUNTY TREASURER
TONY MOULATSIOTIS
173 E APPLE AVE, STE 104
MUSKEGON, MI 49442

Re: LETTER OF INTENT/PRIOR TO THE TAX AUCTION: AUGUST 2026

County Treasurer,

We would like to express our intent to acquire the following properties through the August 26th, 2026 Tax Auction of the Muskegon County Treasurer. Our intended uses are for a public purpose. Please see the addresses, parcel numbers, and cost below:

PARCEL #	ADDRESS	AMOUNT
24-205-063-0002-50	1079 HOLT	$756.05
	Total=	**$756.05**

Sincerely,

Samantha Pulos
Code Coordinator
Planning Department
City of Muskegon
(231) 724-6963
sam.pulos@shorelinecity.com

NOTICE TO MUSKEGON COUNTY TREASURER, TONY MOULATSIOTIS, THE FORECLOSING GOVERNMENTAL UNIT, OF ELECTION TO PURCHASE FORECLOSED PROPERTY

The City of Muskegon hereby notifies Tony Moulatsiotis, Muskegon County Treasurer and Muskegon County Foreclosing Governmental Unit, that it intends to purchase real property located in the City described as:

Parcel # *See Attachment
Property Address: _____
Legal Description: _____
_____
_____
_____
(You may attach printout from assessment roll in lieu of typing in legal description here)

Please check the appropriate box and fill in the corresponding information.

☐ One or more claimants have filed a notice of intent to claim remaining proceeds under MCL 211.78t.

- The minimum bid for the property is $_____.
- The fair market value of the property is $ _____.
- The purchase price is $ _____, which is the greater of the minimum bid or the fair market value of the property.

☒ No claimants have filed a notice of intent to claim remaining proceeds under MCL 211.78t.

- The purchase price is $ 756.05, which reflects the minimum bid for the property.

The City agrees to pay a fee in the amount of $30.00 to cover the cost of recording the deed transferring the property.

The City agrees to notify the Foreclosing Governmental Unit (Muskegon County Treasurer) at least seven days before the event if it ever sells or transfers to a third party all or any part of the property.

Upon the request of the Foreclosing Governmental Unit, the City shall provide without cost to the Foreclosing Governmental unit information regarding any subsequent sale or transfer of the property. The information shall be provided within seven days of receipt of the request.

The election by the City is made subject to any prior right of election vested in the State of

Michigan.

The City understands that neither Muskegon County or Tony Moulatsiotis, either individually and/or as Muskegon County Treasurer and/or as the Foreclosing Governmental Unit, makes any warranty of any kind as to the title transferred to the City and will not indemnify, defend, save nor hold harmless the City from any or all claims, liabilities, damages, losses, suits, fines, penalties, demands or expenses, including costs of suit and attorney fees, incurred by the City because of or related to its election to purchase the property, including any claims arising from or related to claims for remaining or surplus proceeds.

The City agrees to indemnify, defend, save and hold harmless Muskegon County and Tony Moulatsiotis, individually and/or as Muskegon County Treasurer and/or as Foreclosing Governmental Unit, from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which Muskegon County and/or Tony Moulatsiotis, individually and/or as Muskegon County Treasurer and/or as Foreclosing Governmental Unit incurred because of or related to the election of the City to purchase the property, including any claims arising from or related to claims for remaining or surplus proceeds.

_____
Name of Local Unit

Date: _____

_____
Mayor or Supervisor Name

_____
Mayor or Supervisor Signature

Date: _____

_____
Clerk Name

_____
Clerk Signature

86083:00081:7115594-1

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** DWSRF FY26 - Lead Service Line Replacement
Submitted by: Todd Myers, Deputy Director of Public Works	**Department:** Public Works

Brief Summary:
Staff requests authorization to enter into a contract with Precision Infrastructure, LLC of EAU Claire, WI for Lead Service Line Replacements (LSLR) within portions of the Jackson Hill and Marquette neighborhoods in an amount of $4,186,222.24, and authorization for the clerk to sign the attached Intent to Award resolution.

Detailed Summary & Background:
Our engineering consultant, Prein & Newhof solicited bids for lead service line replacements. This project was introduced to the Commission at the November 10, 2025, regular meeting when the engineering work was awarded. It was also included in our DWRF and CWSRF Project Plans in June of 2025. The work is planned in portions of the Jackson Hill and Marquette neighborhoods.

The low bidder, Precision Infrastructure, LLC, submitted a bid of $4,186,222.00, which is below the $5,000,000 awarded by the State. Prein & Newhof and staff are working to determine whether additional Lead Service Line Replacements (LSLRs) can be added to the contract to use all available funding. Prein & Newhof followed up on their references for similar projects and found their work to be acceptable; their letter of recommendation is attached.

This project is financed through the sale of bonds in partnership with the State of Michigan Clean Water State Revolving Fund. The State program offers grants and principal forgiveness for portions of the project. We anticipate that when bonds are sold later this summer, we will be offered grants and forgiveness worth 50% of the project cost. For this project, that is estimated at $2,093,111.12 in aid, assuming the additional LSLRs are not able to be included. The remainder of the project will be financed over 20 years with a 2% interest rate. The portion of the project that will be financed will be added to the water debt fee. Staff estimates that when fully in effect in FY29, the sewer debt fee associated with this project will be $0.64 per month on a standard residential bill.

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: $4,186,222.24 (Bonded)	**Budgeted Item:**

Yes	X	No		N/A		

Fund(s) or Account(s):
591 (Water)

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
Move to authorize staff to enter into a contract with Precision Construction Group for Lead Service Line Replacements (LSLR) within portions of the Jackson Hill and Marquette neighborhoods in an amount of $4,186,222.24, and authorize the clerk to sign the attached Intent to Award resolution.

Approvals:

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

Name the Policy/Ordinance Followed:
Purchasing Policy

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

2026-XX

WHEREAS, the City of Muskegon wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on May 23, 2023 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Lead Service Line Replacements Project and has received a low bid in the amount of $4,186,222.00 from Precision Infrastructure, LLC of Eau Claire, WI.; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed water system project to Precision Infrastructure, LLC of Eau Claire, WI, contingent upon successful financial arrangements with the DWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 14, 2026.

BY: Ann Meisch, City Clerk

Signature Date

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

July 1, 2026
2250951

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: DWSRF FY 2026
Lead Service Line Replacements

Dear Mr. Vander Heide:

On Thursday, June 24th, the City received five bids for the referenced project. The bids ranged from $4,186,222.00 to $5,190,555.00. Precision Infrastructure, LLC of Eau Claire, WI submitted the lowest bid at $4,186,222.00. A tabulation of the bids is enclosed for reference.

This project is being financed through the Drinking Water State Revolving Fund (DWSRF). The bid amount is within the allotted available financing.

We discussed the project with Precision Infrastructure. They indicated a good understanding of the project's critical elements. Schedule has not been determined yet, but they likely will complete the work in the spring and summer of 2027.

Precision Infrastructure has past experience with LSLR projects of similar size and scope within the State of Michigan and intend to use a crew from Michigan to complete the work.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof

Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Summary

Prein&Newhof
Engineers▪Surveyors▪Environmental▪Laboratory

Bid Tabulation Summary

Bid Date:	Bid Time (Local):
June 25, 2026	2:00 PM

Owner:
City of Muskegon

Project Title:
Lead Service Line Replacement

Project #:
2250951

Number	Contractor Name	Bid Amount
1st	Precision Infrastructure 3314 56th St, Eau Clair, WI 54703	$4,186,222.00
2nd	Gustafson HDD 2299 Holton Whitehall Rd, Ste B, Whitehall, MI 49461	$4,360,230.00
3rd	Wadel Stabilization 2500 N Oceana Dr, Hart, MI 49420	$4,920,565.00
4th	Apex Excavating & Underground 17094 180th Ave, Leroy, MI 49655	$5,004,680.00
5th	SPS Pro Plumbing 7435 Miller Estates, Caledonia, MI 49316	$5,189,315.00

* Denotes correction made by Engineer

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Motorola Contract - PD body-worn/in-car cameras
Submitted by: Debra Matz, Public Safety Administrative Supervisor	**Department:** Public Safety

Brief Summary:
5-year contract for Motorola body-worn/in-car cameras

Detailed Summary & Background:
The Muskegon Police Department currently deploys Motorola in-car and body-worn cameras.

Our current cameras were purchased more than five years ago. The equipment's life is 5 years. As the equipment has aged beyond its planned life, reliability issues have arisen.

As body-worn and in-car cameras have become critical components of law enforcement equipment, staff are seeking approval to upgrade them.

The contract would be spread over the next 5 years, and in year 3, we would receive another full replacement of the body-worn cameras. This ensures that the Muskegon PD will have the most up-to-date Motorola equipment and reduce equipment reliability issues.

The total contract amount is $724,415, paid over 5 years. Year one, the contract payment is $185,506.20. Years 2–5, the payment will be $135,227.20 annually. Breaking up the payment makes this project more affordable for the City.

Goal/Action Item:
2027 Goal 1: Destination Community & Quality of Life - Recognizable improvements to community safety

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested: $183,506.20 (in year one); $724.415 Total (over 5 years)	**Budgeted Item:**
Fund(s) or Account(s): Public Improvement Fund (445)	**Budget Amendment Needed:**

Budgeted Item:						
Yes	X	No		N/A		

Budget Amendment Needed:						
Yes		No	X	N/A		

Recommended Motion:

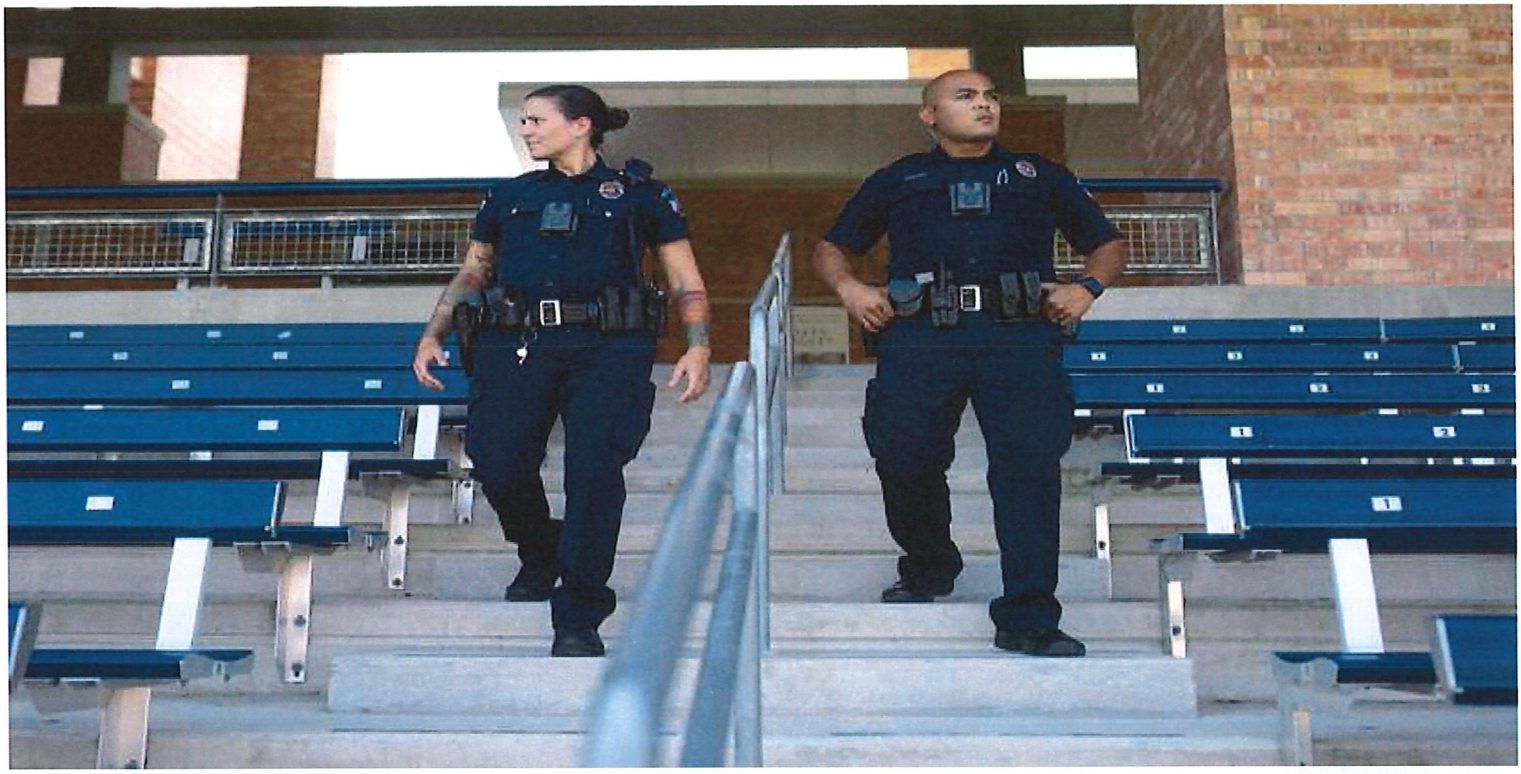
To approve the contract to purchase Motorola body-worn and in-car camera system, and authorize staff to sign.

Approvals:

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

Name the Policy/Ordinance Followed:
Purchasing Policy

MOTOROLA SOLUTIONS



MUSKEGON POLICE DEPT, CITY OF

Muskegon PD- (25) M500 (85) V700 VaaS ELC

06/23/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-3693895
Muskegon PD- (25) M500 (85) V700
VaaS ELC

Billing Address:
MUSKEGON POLICE DEPT, CITY OF
980 JEFFERSON ST
MUSKEGON, MI 49440
US

Shipping Address:
MUSKEGON POLICE DEPT, CITY OF
1350 E KEATING
MUSKEGON, MI 49440
US

Quote Date:06/23/2026
Expiration Date:08/28/2026
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MUSKEGON POLICE DEPT, CITY OF
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Contract: STATE OF MICHIGAN, MA# 190000001544

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service						
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	25	5 YEAR	$7,920.00	$198,000.00	
2	WGW00122-301	MOBILE VIDEO DEPLOYMENT SERVICES	37844		$1.00	$37,844.00	
3	WGB-0700A	M500 IN-CAR SYSTEM FRONT/PASSENGER CAM	25		Included	Included	
4	WGW00502	M500 EXTENDED WARRANTY	25	5 YEAR	Included	Included	
5	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	25	5 YEAR	Included	Included	
6	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	25		Included	Included	

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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
7	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	25		Included	Included	
8	WGP02225-102-KIT2	BRKT4RE DISP/BWC/ CAMVR 15TAHOE/SILV KIT	10		Included	Included	
9	WGP02225-230-KIT2	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	21		Included	Included	
10	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		$200.00	$200.00	
11	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	1		$20.00	$20.00	
12	WGA204-002	RADARINTERFACECABLEF ORKUSTOMEAGLE12'	24		$75.00	$1,800.00	
	Video as a Service						
13	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	85	5 YEAR	$4,140.00	$351,900.00	
14	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	5	5 YEARS	$1,800.00	$9,000.00	
15	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	85		Included	Included	
16	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	5		Included	Included	
17	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	85	5 YEAR	Included	Included	
18	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	85	5 YEAR	Included	Included	
19	LSV07S05139A	HARDWARE REPAIR - TRANSFER STATION / SMARTDOCK	5	5 YEARS	$648.00	$3,240.00	
20	WGP02950A	BATT LIION IP67 4050T	85		$99.00	$8,415.00	
21	WGB-0740A	V700 BODY WORN CAMERA VERIZON READY	85		Included	Included	3 YEAR
	Investigative LPR Applications						

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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
22	VS-VM-HS	SOFTWARE,VEHICLEMANAGER HOSTED SUBSCRIPTION*	1	5 YEAR	$14,000.00	$14,000.00	
23	VS-CD-HS	SOFTWARE, COMMERCIAL DATA SUBSCRIPTION	1	5 YEAR	$45,000.00	$45,000.00	
24	ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		$0.00	$0.00	
	LPR Integrations and Parking						
25	WGS00224	M500 BASIC ALPR ANNUAL SERVICE	25	5 YEAR	$2,199.84	$54,996.00	

Grand Total $724,415.00(USD)

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Pricing Summary

	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable)	$183,506.20
Year 2 Subscription Fee	$135,227.20
Year 3 Subscription Fee	$135,227.20
Year 4 Subscription Fee	$135,227.20
Year 5 Subscription Fee	$135,227.20
Grand Total System Price (Inclusive of Upfront and Annual Costs)	$724,415.00

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Year 1 of all LPR integrations and services has been waived for a total LPR savings of $28,829.
  M500 Promo of 20% off of VaaS pricing has been extended through July 2026.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.

When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.

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VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.

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1 V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

1.1. Key Features of the V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to

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record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 and In-Car Video Integration

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 and APX Radio Integration

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. Holster Aware™ Integration

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the hoster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

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1.5. Docking Stations

The V700 has three docking options:

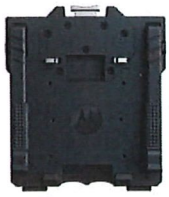
Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.

USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.

Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. Mounting Solutions

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798	WGA00669	WGA00668	WGP02697	WGP03088	WGP03085
					
Magnetic Center Shirt Mount	Tek-Lok Belt Mount	Molle Locking Mount	Shirt Clip	Heavy Jacket Clip	Heavy Jacket Magnetic Mount

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M500 In-Car Video System

Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

  The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

  The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

  The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

  Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

  The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.

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- Promotes trust

  By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

  The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

  When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

  When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL

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security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

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System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual

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- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.

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- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

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General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

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PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

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Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.

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- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

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PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.

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- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

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- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10

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Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

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SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:

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  - Create users, groups, and setup permissions.
  - Create event categories.
  - Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

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DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

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SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.

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- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.

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Essential Service for V700 Body Worn Camera Device (North America)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. Description of Services and Obligations

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. Essential Service

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

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At the discretion of Motorola Solutions, if the device is considered "un-repairable", for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

1.3. Motorola Solutions Responsibilities

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,

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Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. Customer Responsibilities

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

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WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. Essential Service Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

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Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. Motorola Solutions is not obligated to provide support for any Device:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. Essential Service with Accidental Damage Repair and Advanced Replacement

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are

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automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. Accidental Damage and Advanced Replacement Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.

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- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

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LPR INTEGRATIONS & PARKING SOLUTION DESCRIPTION

LINC SOLUTION

Using the Motorola ALPR Engine, LinC leverages existing infrastructure to transform non-ALPR cameras into high-performing ALPR systems. LinC software analyzes camera and VMS streams to extract ALPR events, enhances the data with location, time, and vehicle details, and integrates seamlessly with VehicleManager Enterprise for comprehensive data management.

Key Features and Benefits:

- **Integration with Existing Hardware**: This solution utilizes existing VMS cameras, and processing can be done either centrally or at the edge to offer compatibility with any level of network infrastructure.
- **Comprehensive Data Management**: Integrates with VehicleManager Enterprise for centralized data storage and management.
- **Real-Time Processing**: Processes VMS-supported RTSP feeds into ALPR detections in real time and allows real-time alerting from the Vehicle Manager through email, TAS, and Mobile Companion.
- **Enhanced Cloud Processing**: This technique combines local processing of HD video streams with subsequent cloud-based vehicle detail analysis to enhance metadata collection and accuracy.
- **Flexible Compatibility**: Supports ONVIF or RTSP-compatible cameras with specific technical requirements.

AVIGILON CAMERA INTEGRATION

The Avigilon Camera Integration allows customers to convert their non-ALPR Avigilon cameras into ALPR-capable devices. This integration incorporates ALPR data within the VehicleManager Enterprise back-office solution, providing a scalable, secure, and fully integrated data management system.

Key Features and Benefits:

- **Engineering Support**: Includes ongoing support, new integrations and security patching.
- **Integration Services**: Facilitates local device configuration and troubleshooting without requiring additional development.
- **Camera Mapping**: Provides detailed geocode mapping and camera-specific filtering for precise ALPR data management.
- **Full Data Management**: Offers secure storage, access control, and watchlist alerting based on site retention policies.
- **Image and Advanced Analytics**: Enables post-processing of images for vehicle details and offers comprehensive search and trend analysis capabilities.

COMPETITIVE INTEGRATION

The Competitive Integration solution enables customers to integrate their third-party ALPR hardware with the VehicleManager back-office system. This integration ensures seamless data ingestion and management, allowing federated queries and data sharing as if sourced directly from Motorola cameras.

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Key Features and Benefits:

- **Engineering and Integration Support**: Provides updates, new integrations, security patching, and data migration services.
- **Seamless Installation**: Ensures easy installation and configuration without additional development requirements.
- **Detailed Camera Mapping**: Allows precise 1:1 camera mapping, geocode mapping, and specific camera filtering.
- **Robust Data Management**: Supports data storage based on agency retention policies and integrates with national data-sharing programs.
- **Advanced Image Analytics**: Processes ALPR data for detailed vehicle information and facilitates advanced vehicle search and analysis.

WATCHGUARD INTEGRATION

The WatchGuard ICV integration enhances existing camera systems by enabling license plate recognition and real-time data transmission to CarDetector Mobile (CDM). This integration supports immediate alerting, data synchronization, and scalable expansion of LPR capabilities.

Key Features and Benefits:

- **On-Device LPR**: M500 cameras use an on-device engine to provide immediate license plate recognition.
- **Real-Time Alerts**: Data sent to CDM triggers hotlist alerts, ensuring quick response to critical information.
- **CDM Feature Access**: Utilizes advanced CDM features like Mobile Hit Hunter for improved alert management.
- **Data Synchronization**: Supports hotlist synchronization and detection sharing through the VehicleManager platform.
- **Scalability**: Allows for easy addition of more LPR cameras, ensuring expandable coverage and enhanced situational awareness.

PARKING TOOLKIT

Our customizable Parking Toolkit offers a comprehensive solution for managing and enforcing parking regulations. It supports fixed camera installations in garages and mobile enforcement, providing features like permit verification, digital chalking, and real-time occupancy statistics tailored to specific locations and schedules.

Key Features and Benefits:

- **Permit Enforcement**: Helps ensure only authorized vehicles park in designated areas, increasing compliance.
- **Digital Chalking**: Automates vehicle marking to monitor parking durations and enforce time-limited regulations.
- **Duplicate Permit Detection**: Identifies and prevents fraudulent permit usage, ensuring fair parking practices.
- **Excessive Detection Monitoring**: Tracks and reports excessive detections to address permit misuse.
- **Flexible Zone Setup**: Allows the creation of geo-zones or manual zones for precise parking enforcement.
- **Customizable Permit Schedules**: Enables tailored enforcement rules based on specific times and days.
- **Occupancy Statistics**: Provides real-time data on parking occupancy for efficient space management.

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INVESTIGATIVE LPR APPLICATIONS VEHICLEMANAGER SOLUTION DESCRIPTION

VEHICLEMANAGER / VEHICLEMANAGER ENTERPRISE

VehicleManager / VehicleManager Enterprise is a vehicle location intelligence solution that builds on traditional license plate recognition with patented, powerful analytics, transforming license plate data into actionable intelligence.

Key Features and Benefits:

- **Advanced Search Capabilities**: Easily search and review vehicle location history, predict future locations, and conduct complete and partial plate searches with date and time filters.
- **Comprehensive Data Display**: View detection data on a timeline and map, integrated with Google Street View for detailed location insights.
- **Geo-Fence and Filter Options**: Create geo-fences, set time and date ranges, and apply vehicle year, make, and model filters to refine search results.
- **Associated Analytics**: Identify vehicles traveling with or parked near a target vehicle, enhancing situational awareness.
- **Hot List Management and Alerts**: Configure hot lists and receive alerts when vehicles of interest are detected, with options for sharing lists with partner agencies.
- **Secure Data Management**: Manage LPR camera systems, integrate data from various sources, control data retention based on local laws, and share data securely using built-in MOU templates.
- **Robust Security Measures**: Ensure data protection with end-to-end encryption, user authentication, detailed audit logs, and routine system updates for security and new features.

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INVESTIGATIVE LPR APPLICATIONS COMMERCIAL DATA SOLUTION DESCRIPTION

COMMERCIAL DATA

Commercial Data is a subscription service providing access to commercial license plate recognition (LPR) scans. This commercial data set is maintained separately from law enforcement and enterprise data to meet CJIS compliance requirements.

Key Features and Benefits:

- **Extensive Data Access**: Access a vast database of commercial LPR scans, enhancing vehicle location insights with a greater quantity of data points.
- **Compliance and Security**: Ensure data integrity and compliance with CJIS requirements by maintaining separate databases for commercial and law enforcement data.
- **Improved Location Insights**: Leverage the extensive commercial dataset to generate more accurate and comprehensive vehicle location insights.

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LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

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FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

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The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment

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- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
  - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
  - CompTia Network + Certification
  - Networking Degree in IT
  - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
  - Electrical Certification/Permitting
    - Low Voltage Certification
    - High Voltage Certification
- Equipment Certification
  - Bucket Truck Certification
  - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

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Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.

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- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- Customer Site. If the Solution is to be installed at a Customer location ("Site"), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.

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- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.

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- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

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Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist

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PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment

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Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Netowrk Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.

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Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

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Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
  - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

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CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or

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Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.

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Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with fstandard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate

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Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Water System Improvements - Ninth Street Watermain Replacement
Submitted by: Todd Myers, Deputy Director of Public Works	**Department:** Public Works

Brief Summary:
Staff requests authorization to enter into a contract with Jackson-Merkey Contractors in the amount of $426,319.00 contingent upon successful financial arrangements with the DWSRF program, and authorization for the Clerk to sign the included resolution.

Detailed Summary & Background:

The City's engineering consultant, Prein & Newhof, solicited bids for the Ninth Street Water Main Replacement, Lead Service Line Replacement, and Street Reconstruction Project between Keating Avenue and Shelby Street. The City Commission authorized engineering design services for this project at its November 10, 2025, regular meeting. The project was also included in the City's 2025 Drinking Water Revolving Fund (DWRF) and Clean Water State Revolving Fund (CWSRF) Project Plans.

Jackson-Merkey Contractors submitted the lowest responsive bid in the amount of **$426,319**. The contractor has successfully completed several similar infrastructure projects for the City, including the recent Morton Avenue Street and Utility Improvements project between Lincoln Avenue and Denmark Street.

This project will be financed through the sale of bonds in partnership with the State of Michigan's Drinking Water Revolving Fund (DWRF) program. Based on current program estimates, staff anticipates receiving grant funding and principal forgiveness totaling approximately **18% of the eligible water system costs** when the bonds are issued later this summer. For this project, that assistance is estimated at **approximately $76,740**. The remaining project costs will be financed through the DWRF at an anticipated interest rate of **2%**.

As with other water and sewer capital improvements, the financed portion of the project will be recovered through the water and sewer debt fees. Staff estimates that, once fully implemented in FY 2027-28, this project's impact on a standard residential utility bill will be **approximately $0.11 per month**.

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:
$426,319.00 (Bonded)

Budgeted Item:

Yes	X	No		N/A		

Fund(s) or Account(s):
591 (Water)

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
To authorize staff to enter into a contract with Jackson-Merkey Contractors in the amount of $426,319.00, contingent upon successful financial arrangements with the DWSRF program, and authorize the Clerk to sign the included resolution.

Approvals:

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

Name the Policy/Ordinance Followed:
Purchasing Policy

Prein&Newhof
Engineers ▪ Surveyors ▪ Environmental ▪ Laboratory

July 1, 2026
2250950

Mr. Dan Vander Heide, P.E.
City of Muskegon
Department of Public Works
1350 Keating Avenue
Muskegon, MI 49442

RE: DWRF FY 2026
Water System Improvements – Ninth Street Water Main Replacement

Dear Mr. Vander Heide:

On Thursday, June 24th, the City received seven bids for the referenced project. The bids ranged from $426,319.00 to $648,630.00. Jackson Merkey Contractors of Muskegon, MI submitted the lowest bid at $426,319.00. A tabulation of the bids is enclosed for reference. This project is being financed through the Drinking Water State Revolving Fund (DWSRF).

We discussed the project with Jackson Merkey. They indicated a good understanding of the project's critical elements such as schedule, and criticality of the infrastructure being worked on and around. Work is anticipated to be completed during the spring or summer of 2027. They did not express any concerns with completing the project successfully and on time.

Jackson Merkey has successfully completed projects of similar size with Prein&Newhof and for the City of Muskegon in the past.

If you have any questions, please do not hesitate to ask.

Sincerely,

Prein&Newhof

Matthew R. Hulst, P.E.

Enclosures: Bid Tabulation Sheets

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER AND WATER SYSTEM IMPROVEMENTS

2026-XX

WHEREAS, the City of Muskegon wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on May 23, 2023 will be funded through the state of Michigan's Drinking Water State Revolving Loan Fund (DWSRF) program; and

WHEREAS, the City of Muskegon has sought and received construction bids for the Ninth Street Water Main Replacement Project and has received a low bid in the amount of $426,319.00 from Jackson Merkey Contractors of Muskegon, MI; and

WHEREAS, the City of Muskegon's project engineer, Prein&Newhof, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Muskegon tentatively awards the contract for construction of the proposed water system project to Jackson Merkey Contractors of Muskegon, MI, contingent upon successful financial arrangements with the DWSRF Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the City Commission of the City of Muskegon on July 14, 2026.

BY: Ann Meisch, City Clerk

Signature Date

Prein&Newhof
Engineers▪Surveyors▪Environmental▪Laboratory

Bid Tabulation Summary

Bid Date:	Bid Time (Local):
June 25, 2026	2:00 PM

Owner:
City of Muskegon

Project Title:
Water System Improvements: Ninth Street Water Main Replacement, DWSRF 7929-01

Project #:
2250950

Number	Contractor Name	Bid Amount	
1st	Jackson-Merkey Contractors 3430 Lund Ave, Muskegon, MI 49442	$426,319.00	
2nd	Ryerson Brothers Exc 2979 Industrial Pkwy, Muskegon, MI 49445	$428,830.00	
3rd	Apex Excavating & Underground 17094 180th, Leroy, MI 49655	$438,830.00	
4th	McCormick Sand 5430 Russell Rd, Twin Lake, MI 49457	$440,160.00	
5th	Wadel Stabilization 2500 N Oceana Dr, Hart, MI 49420	$469,712.00	*
6th	Wycon Construction 1593 Galbraith Ave SE, Grand Rapids, MI 49546	$482,220.00	*
7th	Terra Contractors 856 Pulaski, Muskegon, MI 49441	$648,630.00	

* Denotes correction made by Engineer

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Amendment to Purchase and Development Agreement: Landmark Construction LLC.
Submitted by: Samantha Pulos, Code Coordinator	**Department:** Planning

Brief Summary:
Staff is seeking authorization to amend the Purchase and Development Agreement with Landmark Construction LLC, approved on 3/10/2026.

Detailed Summary & Background:
Staff is seeking authorization to amend the Purchase and Development Agreement (attached) with Landmark Construction LLC (approved on 3/10/2026) to allow the total number of homes to be built to be reduced.

The original agreement approved the purchase of five parent parcels for the construction of a duplex and an accessory dwelling unit (ADU) on each lot.

The addresses are:

- 1557 Marquette,
- 663 Marquette,
- 647 Marquette,
- 768 Scott, and
- 1160 Ambrosia (to be split into two buildable lots).

Due to rising construction costs, the developer would like to build a single-family home plus an ADU on each lot. Staff would like to seek approval for an amendment to the original agreement as such.

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:
Staff would like to amend the original purchase and development agreement and allow developer to build one single-family home plus an ADU on the lots specified.

Amount Requested: N/A	**Budgeted Item:**

Yes		No		N/A	x	

Fund(s) or Account(s):	**Budget Amendment Needed:**

N/A	Yes [ ] No [ ] N/A [x]

Recommended Motion:
To authorize the Code Coordinator to amend the Purchase and Development Agreement with Landmark Construction LLC (approved on March 10, 2026), as described, and to have the Mayor and Clerk sign the purchase agreement addendum.

Approvals:

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

Name the Policy/Ordinance Followed:
Master Plan, Zoning Ordinance, Policy for the Use & Sale of City-Owned Residential Property

ADDENDUM NO. 1 TO LOT PURCHASE AND DEVELOPMENT AGREEMENT

This Addendum No. 1 to Lot Purchase Agreement ("Addendum") is entered into July 14, 2026, between Landmark Construction LLC, Michigan limited liability companies, of 1357 Marquette, Muskegon, Michigan 49442, ("Purchaser") and the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("Seller") as follows:

BACKGROUND

A. On March 10, 2026, Purchaser and Seller entered into a Lot Purchase Agreement (the "Agreement"), which included the purchase of five (5) Lots located in the City of Muskegon, Muskegon County, Michigan (the "Land").

B. The parties now seek to delete and replace Letter “C”, under the “Background” Section (page 1) as set forth below.

AGREEMENT

Based upon satisfactory consideration, acknowledged by the parties, they agree as follows:

1. 1557 Marquette, 663 Marquette, 647 Marquette, 768 Scott, will each have one (1) single-family home and one (1) accessory dwelling unit (ADU) built on each parcel. 1160 Ambrosia will be split into two build-able lots, and will have one (1) single-family home and one (1) accessory dwelling unit (ADU) built on each parcel. This will result in a total of six (6) single-family homes, and six (6) ADUs.

2. Except as modified by Addendum No. 1, the parties verify and affirm the Lot Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1 as of the date first written above.

SELLER:

CITY OF MUSKEGON

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

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

PURCHASER:

Landmark Construction LLC
By: _____
Name: Adam Hecht
Dated: _____

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made **March 10, 2026** ("Effective Date"), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 ("City"), and **Landmark Construction LLC**, a Michigan limited liability company, of 1357 Marquette, Muskegon, Michigan 49442 ("Developer"), with reference to the following facts:

Background

A. City is the owner of five (5) buildable lots, being 1557 Marquette, 663 Marquette, 768 Scott, 647 Marquette, and 1160 Ambrosia, more specifically described in attached **Exhibit A**. Prior to closing, City shall split one or more of the lots into six (6) lots, more specifically described in attached **Exhibit B**.

B. Developer proposes to purchase and develop five (5) vacant lots owned by City, which are all located in the City of Muskegon, Muskegon County, Michigan, and each commonly known and legally described on the attached Exhibit A (each property individually, a "Parcel" and collectively "Project Properties").

C. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Properties. Developer intends to develop one duplex and one ADU (accessory dwelling unit) on each of the following Project Properties: 1557 Marquette, 663 Marquette, 768 Scott, 647 Marquette, and 1160 Ambrosia. The following parcels will be split and then developed: 1160 Ambrosia (lot will be split into two buildable lots for a duplex and an ADU to be built on each), for a total of six (6) duplexes and six (6) ADUs (the "Project").

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

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

2. **Purchase Price.** The total purchase price for the Project Property shall be **$17,687.50**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the **$1000** deposit that the Developer has paid to the City of Muskegon. The "Purchase Price" shall be allocated to each lot as provided for in attached Exhibit B.

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

3. **Construction and Development Requirements.**

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

a. ***Construction Details; Purchase Price Reimbursement.*** Developer's construction and development of the Project Property, including single-family homes, duplexes, triplexes, and accessory dwelling units, shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of 80% of the purchase price for the Project Property upon Developer's completion of construction of the Project. For the purposes of this Agreement, "completion of construction" shall mean the issuance of an occupancy permit by the City for every structure included in the Project.

4. **Reversionary Interest.** Notwithstanding anything herein to the contrary, and as security for Developer's obligation to commence and complete construction of a duplex and an ADU on each of the following Project Properties: 1557 Marquette, 663 Marquette, 768 Scott, 647 Marquette, and 1160 Ambrosia. The following parcels will be split: 1160 Ambrosia (lot will be split into two buildable lots for the construction of two duplexes and two ADUs) for a total of six (6) duplexes and six (6) ADUs (the "Project"). On each of the Project Properties, each quit claim deed conveying a lot to Developer shall contain a reversionary interest of that lot ("City's Reversionary Interest"), which may be exercised by City, in its sole and absolute discretion, if any of the following conditions occur:

a. Developer does not commence construction within sixty (60) days after the date of Closing, in which case title to this Parcel shall automatically revert to City upon the terms and conditions further provided in this Paragraph 4 below. For purposes of this Paragraph 4(a), commencing construction means furnishing labor and materials to this Parcel and beginning installation of the approved duplex or ADU.

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

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

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

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

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

6. **Title Objections.** Developer shall have until the end of the Inspection Period (as defined below) within which to raise objections to the status of City's title to any of the Project Properties. If objection to the title is made, City shall have thirty (30) days from the date it is notified in writing of the particular defects claimed to either (a) remedy the objections, or (b) notify Developer that it will not remedy the objections. If Developer does not notify City in writing as to any title or survey objections, then Developer will be deemed to have accepted the condition of title as set forth in the Title Commitment. If City is unwilling or unable to remedy the title or obtain title insurance over such defects within the time period specified, then notwithstanding anything contained herein to the contrary, Developer may, at its option, upon written notice to City, either (i) terminate this Agreement as to the applicable parcel and neither City nor Developer shall have any further obligation to the other pursuant to this Agreement as to that parcel, except as otherwise provided herein, or (ii) waive such objection, in which case such objection shall become a Permitted Exception, and thereafter proceed to the Closing according to the terms of this Agreement. Any matter disclosed on the Title Commitment that is waived or not objected to by Developer shall be deemed a "Permitted Exception."

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

8. **Survey.** Developer at its own expense may obtain a survey of any or all of the Project Properties, and Developer or its surveyor or other agents may enter any of the Project Properties for that purpose prior to Closing. If no survey is obtained, Developer agrees that Developer is relying solely upon Developer's own judgment as to the location, boundaries, and area of the Project Properties and improvements thereon without regard to any representations that may have been made by City or any other person. In the event that a survey by a registered land surveyor made prior to Closing discloses an encroachment or substantial variation from the presumed land boundaries or area, City shall have the option

of affecting a remedy within thirty (30) days after disclosure, or terminate this Agreement as to that Parcel. Developer may elect to purchase the Project Properties subject to said encroachment or variation.

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

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

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

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

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

c. ***Bankruptcy.*** No insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Developer or any of Developer's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Developer, threatened.

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

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

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

c. ***Parcel Combination and Split.*** City shall split one or more Parcels, creating a total of 6 Parcels, as described in Exhibit B.

13. **Default.**

a. ***By Developer.*** In the event Developer fails to comply with any or all of the obligations, covenants, warranties, or agreements under this Agreement and such default is not cured within thirty (30) days after receipt of notice (other than Developer's failure to tender the purchase price in full at Closing, a default for which no notice is required), then City may terminate this Agreement.

b. ***By City.*** In the event City fails to comply with any or all of the obligations, covenants, warranties or agreements under this Agreement, and such default is not cured within thirty (30) days after receipt of notice, then Developer may either terminate this Agreement or Developer may pursue its legal and/or equitable remedies against City including, without limitation, specific performance.

14. **Closing.**

a. ***Date of Closing.*** The closing date of this sale shall be as mutually agreed by the parties, but in no event later than thirty (30) days after the Inspection Period ("Closing"), unless this Agreement is terminated in accordance with its provisions. The Closing shall be conducted at such time and location as the parties mutually agree.

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

c. ***Deliveries.*** At Closing, City shall deliver one (1) quit claim deed, including each of the Parcels (listed in Exhibit A), for the Project Properties and Developer shall pay the purchase

price. The quit claim deeds to be delivered by City at closing shall include the City's Reversionary Interest described in Paragraph 4 above. The parties shall execute and deliver such other documents reasonably required to effectuate the transaction contemplated by this Agreement.

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

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

Notices shall be sent to the parties as follows:

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

w/ copy to: Parmenter Law
Attn.: City Attorney
601 Terrace Street, Suite 200
Muskegon, MI 49440
Email: brennen@parmenterlaw.com

To Developer: Landmark Construction LLC
Attn.: Adam Hecht
1357 Marquette Ave
Muskegon, MI 49442
Email: landmark.hecht@gmail.com

17. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

CITY:
CITY OF MUSKEGON

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

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

DEVELOPER:
Landmark Construction LLC

By: _____
Name: Adam Hecht
Title: Owner
Dated: _____

Exhibit A

The following described premises are currently owned by the City of Muskegon and will be combined and split to create the Parcels to be Purchased by Developer and are located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 456
Address: 1557 MARQUETTE, MUSKEGON, MI 49442
Price: $3,500.00
Parcel #: 61-24-611-000-0456-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF LOT 11 BLK 15 COM AT NE COR OF LOT 11 THENCE W ALONG N LINE OF SAID LOT 87 FT 8 INS FOR STARTING POINT THENCE SLY 134 FT 6 INS THENCE WLY 39 FT 9 INS THENCE NLY 140 FT 9 INS THENCE E 43 FT 10 INS TO POINT OF BEG
Address: 663 MARQUETTE, MUSKEGON, MI 49442
Price: $2,125.00
Parcel #: 61-24-205-015-0011-10

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 15 UTILITY EASEMENT OVER N 55 FT RECORDED ON L-3853 P-016
Address: 647 MARQUETTE, MUSKEGON, MI 49442
Price: $3,937.50
Parcel #: 61-24-205-015-0001-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 66 FT OF S 178 FT LOT 11 BLK 40Address: 768 SCOTT, MUSKEGON, MI 49442
Price: $3,250.00
Parcel #: 61-24-205-040-0011-20

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 2 & N 1/2 LOT 3 BLK 249
Address: 1160 AMBROSIA, MUSKEGON, MI 49442
Price: $4,875.00
Parcel #: 61-24-205-249-0002-00
(Will be split into two 49.5' x 132' lots; for one duplex and one ADU to be built on each 1/2)

Exhibit B

The following described Parcels will be created by the City of Muskegon sold to Developer for the Purchase Prices provided and are located in the City of Muskegon, County of Muskegon, State of Michigan, and legally described as follows:

Legal Description: CITY OF MUSKEGON URBAN RENEWAL PLAT NO 2 LOT 456
Address: 1557 MARQUETTE, MUSKEGON, MI 49442
Price: $3,500.00
Parcel #: 61-24-611-000-0456-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 PART OF LOT 11 BLK 15 COM AT NE COR OF LOT 11 THENCE W ALONG N LINE OF SAID LOT 87 FT 8 INS FOR STARTING POINT THENCE SLY 134 FT 6 INS THENCE WLY 39 FT 9 INS THENCE NLY 140 FT 9 INS THENCE E 43 FT 10 INS TO POINT OF BEG
Address: 663 MARQUETTE, MUSKEGON, MI 49442
Price: $2,125.00
Parcel #: 61-24-205-015-0011-10

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 BLK 15 UTILITY EASEMENT OVER N 55 FT RECORDED ON L-3853 P-016
Address: 647 MARQUETTE, MUSKEGON, MI 49442
Price: $3,937.50
Parcel #: 61-24-205-015-0001-00

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 66 FT OF S 178 FT LOT 11 BLK 40Address: 768 SCOTT, MUSKEGON, MI 49442
Price: $3,250.00
Parcel #: 61-24-205-040-0011-20

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 N 49.5 FT LOT 2 BLK 249
Address: 1160 AMBROSIA, MUSKEGON, MI 49442
Price: $2,437.50
Parcel #: TBD
(North westerly half of parent parcel, 1160 Ambrosia; one duplex and one ADU to be built)

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 16.5 FT LOT 2 & N 1/2 LOT 3 BLK 249
Address: 1164 AMBROSIA, MUSKEGON, MI 49442
Price: $2,437.50
Parcel #: TBD
(South easterly half of parent parcel, 1160 Ambrosia; one duplex and one ADU to be built)

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Comedy Month Resolution
Submitted by: Commissioner Jay Kilgo	**Department:** City Commissioners

Brief Summary:
Consideration of a resolution designating August as "Comedy Month" in the City of Muskegon. The resolution recognizes the cultural, social, and economic benefits of comedy and live entertainment, encourages community participation in comedy-related events throughout August, and acknowledges the contributions of performers, venues, and arts organizations to the city's quality of life and local economy.

Detailed Summary & Background:
See brief summary

Goal/Action Item:
2027 Goal 3: Community Connection

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
n/a

Budgeted Item:

Yes		No		N/A	x	

Fund(s) or Account(s):
n/a

Budget Amendment Needed:

Yes		No		N/A	x	

Recommended Motion:
To adopt the resolution designating the month of August as "Comedy Month" in the City of Muskegon.

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		

Name the Policy/Ordinance Followed:

Communication		
Legal Review		

CITY OF MUSKEGON CITY COMMISSION
RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE MONTH OF AUGUST AS "COMEDY MONTH" IN THE CITY OF MUSKEGON

WHEREAS, the City of Muskegon is committed to fostering a vibrant, inclusive, and welcoming community that values arts, culture, entertainment, and opportunities for residents and visitors to connect through shared experiences; and

WHEREAS, comedy is a unique performing art that transcends cultural, social, and economic differences by bringing people together through laughter, encouraging understanding, strengthening community bonds, and promoting emotional well-being; and

WHEREAS, live comedy performances contribute to the cultural vitality of the City by providing opportunities for local comedians, writers, performers, venue owners, and event organizers to showcase their talents while enriching Muskegon's creative economy; and

WHEREAS, the promotion of comedy and live entertainment encourages residents and visitors to experience Muskegon's restaurants, breweries, theaters, parks, and other local businesses, generating economic activity and supporting small businesses throughout the community; and

WHEREAS, the City of Muskegon has earned a reputation as a regional destination for arts, culture, entertainment, and community events, and recognizing the month of August as "Comedy Month" complements the City's commitment to celebrating creativity and strengthening community engagement during one of the City's busiest tourism seasons; and

WHEREAS, encouraging opportunities for laughter and positive human connection supports the City's vision of creating an engaged, healthy, and welcoming community for all who live, work, and visit Muskegon.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Muskegon hereby proclaims the month of **August** as **"Comedy Month"** within the City of Muskegon.

BE IT FURTHER RESOLVED, that the City Commission encourages residents, businesses, community organizations, entertainment venues, artists, and visitors to participate in and support comedy performances, educational opportunities, and community events throughout the month of August that celebrate creativity, laughter, and the positive impact of the performing arts.

BE IT FURTHER RESOLVED, that the City Commission recognizes the valuable contributions of comedians, performers, producers, venue operators, and arts organizations whose work enhances the quality of life and economic vitality of the City of Muskegon.

Adopted this 14th day of July, 2026.

_____	_____
Ken Johnson, Mayor	Ann Meisch, City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Water/Sewer utility Rates effective July 1, 2026
Submitted by: Dan VanderHeide, Public Works Director	**Department:** DPW- Water/Sewer

Brief Summary:
Staff recommends the adoption of two resolutions setting water and sewer rates for the fiscal year from July 1, 2026 to June 30, 2027.

Detailed Summary & Background:
During the May presentation of the FY26-27 budget, the manager presented a synopsis of the water system finances, including that the water system now has a positive unrestricted net position. At the same time, he noted that we must meet our long-term objective of building a fund balance equivalent to six months of operating expenses (or about $6.5 million). It will likely take 4 or 5 more years to reach this level in the fund balance. City staff will closely monitor our water fund's unrestricted position and are hopeful that any further rate adjustments needed will be more modest than in the last three fiscal years.

Staff recommends a 10% increase in the water commodity rate from $2.50 per unit to $2.75 per unit, and recommends the updated debt service fee described below. Staff is recommending no changes to the sewer rate, except for the updated debt service fee as described below.

This is the fourth year of the debt service fee, and the third time it will be updated on an annual basis. This fee, when combined from all accounts, represents the total amount of debt paid in the prior fiscal year (for example, the fee proposed at this time will reimburse the system for the debt paid in the fiscal year ending June 30, 2025). Each year, staff will make an accounting of the amount of debt paid by each of the systems and will present adjustments to the fee for consideration by the Commission. This will more directly tie the projects the City performs to the amount of the water bill, and will allow the fee to be reduced as certain bonds or other debts fall off of the system books.

The fee is distributed on a meter equivalency basis, meaning a typical residential account will pay the fee at a rate of "one," while commercial and industrial accounts will pay the fee at a potentially higher rate depending on the size of their water meter. Fire and irrigation accounts do not pay the fee, assuming they are tied to a domestic water account at the same address. Attached is a breakdown of the meter equivalency calculations using factors from the American Water Works Association (AWWA). The water system paid $1,224,416 in debt payments for the fiscal year ending June 30, 2025, and the sewer system paid $652,912 for the same period. Using the attached chart, the fee will be $6.14 per month for a residential account on the water system, and $3.28 per month for a residential account on the sewer system. **This represents a $1.31 per month increase in the combined debt service fees compared to the current fees.**

City Code states that the City Commission sets the water and sewer rates by resolution. The attached resolutions will establish the rates and fees described herein, effective July 1, 2026.

Goal/Action Item:
2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
N/A

Budgeted Item:

Yes	X	No		N/A		

Fund(s) or Account(s):
590 (Sewer) and 591 (Water)

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
To adopt the two included resolutions setting water and sewer rates for the fiscal year from July 1, 2026 to June 30, 2027.

Approvals:

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

Name the Policy/Ordinance Followed:

Meter Size	AWWA Capacity (GPM)	Factor with 3/4" Equivalent	Water Fee By Meter Size	Sewer Fee by Meter Size	Number of Metered Accounts	Equivalent Accounts	Water Debt Service Fee Collected	Sewer Debt Service Fee Collected
Unknown		1.00	$ 6.14	$ 3.28	229	229	$ 16,873	$ 9,013
5/8 inch	20	1.00	$ 6.14	$ 3.28	10,783	10,783	$ 794,491	$ 424,419
3/4 inch	30	1.00	$ 6.14	$ 3.28	2,053	2,053	$ 151,265	$ 80,806
1 inch	50	1.67	$ 10.23	$ 5.47	257	428	$ 31,560	$ 16,859
1-1/2 inch	100	3.33	$ 20.47	$ 10.93	166	553	$ 40,770	$ 21,779
2 inch	160	5.33	$ 32.75	$ 17.49	183	976	$ 71,912	$ 38,415
3 inch	300	10.00	$ 61.40	$ 32.80	37	370	$ 27,262	$ 14,563
4 inch	500	16.67	$ 102.33	$ 54.67	38	633	$ 46,664	$ 24,928
6 inch	1,000	33.33	$ 204.67	$ 109.33	12	400	$ 29,472	$ 15,744
8 inch	1,600	53.33	$ 327.47	$ 174.93	1	53	$ 3,930	$ 2,099
10 inch	2,300	76.67	$ 470.73	$ 251.47	0	0	$ -	$ -
12 inch	4,300	143.33	$ 880.07	$ 470.13	1	143	$ 10,561	$ 5,642
					13,760	16,623	$ 1,224,758	$ 654,268

CITY OF MUSKEGON
RESOLUTION NO._____

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on July 14, 2026.

RECITALS

A review of the rates for water service has been accomplished by the city's staff, recommendations received, and the City Commission has determined that the following rate changes are justified. Accordingly, this resolution is made for the purpose of maintaining the financial viability of the city's water system.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective June 30, 2026, to rescind City of Muskegon Resolution No. 2025-57(O), which was adopted July 8, 2025.

2. Charges for residential water service are hereby established as $2.75 per hundred cubic feet effective July 1, 2026.

3. The lead service line replacement fee shall remain unchanged at $5.00 per month per account.

4. The monthly debt service fee is hereby established as $6.14 effective July 1, 2026, charged on a ¾-inch residential meter equivalency basis as described by the American Water Works Association (AWWA).

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the _____ day of _____, 20___ and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

CITY OF MUSKEGON
RESOLUTION NO._____

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on July 14, 2026.

RECITALS

A review of the rates for sewer service has been accomplished by the city's staff, recommendations received, and the City Commission has determined that the following rate changes are justified. Accordingly, this resolution is made for the purpose of maintaining the financial viability of the city's sewer system.

THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective June 30, 2026, to rescind City of Muskegon Resolution No. 2025-57(O), which was adopted July 8, 2025.

2. Charges for residential sewer service shall remain unchanged at $5.22. The monthly sewer administration charge shall remain unchanged at $3.00.

3. Charges for commercial/industrial sewer service shall continue to be billed at a rate of 1.25 times (1.25x) the city rate for residential sewer service. The monthly sewer administration charge shall remain unchanged to $3.00.

4. Charges for all non-metered residential sewer customers will be calculated based on an assumed usage rate of 12 hundred cu. ft. per month.

5. Unless there is a separate agreement specifying a different billing method, non-resident users of the city sewer system will be billed at a rate that is double (2x) the city rate for that class of user.

6. The monthly debt service fee is hereby established as $3.28 effective July 1, 2026, charged on a ¾-inch residential meter equivalency basis as described by the American Water Works Association (AWWA).

The above changes to be effective as noted above.

This resolution adopted.

YEAS:

NAYS:

CITY OF MUSKEGON

By: _____
Ann Marie Meisch, MMC, City Clerk

STATE OF MICHIGAN COUNTY OF MUSKEGON

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Board of Commissioners of the City of Muskegon, Michigan, held on the _____ day of _____, 20____ and that the minutes of the meeting are on file in the office of the City Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Development and Reimbursement Agreement — 221 W. Webster, LLC, 221 W. Webster Ave. & 1040 2nd St.
Submitted by: Jocelyn Hines, Development Analyst	**Department:** Economic Development

Brief Summary:
221 W. Webster, LLC is seeking approval of the development and reimbursement agreement for 221 W. Webster Ave. & 1040 2nd St.

Detailed Summary & Background:
The Development and Reimbursement Agreement between the Brownfield Redevelopment Authority (BRA), the City of Muskegon, and the developer extends through 2048, or until all eligible activities have been reimbursed through tax increment financing (TIF) capture, whichever occurs first.

The Brownfield Plan Amendment was approved by the BRA and City Commission on April 8, 2025, and the Development and Reimbursement Agreement was approved by the BRA on July 14, 2026.

The Development and Reimbursement Agreement complements the Brownfield Plan Amendment by defining the specific terms, conditions, and timeline for reimbursement. The first reimbursement request was approved by the BRA at its June 9, 2026 meeting; however, it was subsequently discovered that a Development and Reimbursement Agreement had not been presented for approval. Pursuant to the Brownfield Plan and the terms governing reimbursement, tax increment reimbursements cannot be made until the Development and Reimbursement Agreement has been duly approved and executed.

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

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

Recommended Motion:
I move to approve the development and reimbursement agreement as presented and to authorize

the Mayor and City Clerk to sign.

Approvals:

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

Name the Policy/Ordinance Followed:
Public Act 381 of 1996, as amended

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 **221 W WEBSTER, LLC** a Michigan limited liability company, whose address is P.O. Box 1485, Muskegon, MI 49443 (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 2.2 acres of property in the City of Muskegon at street addresses 221 West Webster Avenue, and 1040 2nd Street, 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 April 8, 2025, and approved by the City of Muskegon Board of Commissioners on April 8, 2025.

D. The Developer proposes renovating the existing structure into a multi-suite commercial structure. Once the redevelopment is completed, the building will consist of approximately 42,888 square feet of restored commercial spaces. 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, selective demolition, asbestos abatement, 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 20-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, 2044, 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, 2044, 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 mor 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:

221 W WEBSTER, LLC

_____

By:

Its:

EXHIBIT A

Brownfield Plan Amendment

EXHIBIT B

Financial Consideration Between the Parties

Summary of approved Eligible Costs

Eligible Activities		Cost
To the Authority		**$105,018**
Administration (10%)		$105,018
To the Developer		**$838,500**
State		$172,656
Local		$665,844
To Local Brownfield Revolving Fund		**$306,814**
State		$27,500
Local		$279,314
Total approved costs		**$1,250,332**
	State TIR	$200,156
	Local TIR	$1,050,176

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Notice of Intent to Bond - Housing Projects
Submitted by: Jonathan Seyferth, City Manager	**Department:** Manager's Office

Brief Summary:
Staff is seeking approval of the notice of intent to bond.

Detailed Summary & Background:
The intent to bond that the commission will consider tonight is not to exceed $14,000,000 and will finance the cost of acquiring and constructing residential housing units in the City of Muskegon for economic development purposes.

Please note, this does not mean the city will bond for $14,000,000 all at once.

The staff will come back to the commissioner at a later date to formally bond for this amount.

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
N/A

Budgeted Item:

Yes		No		N/A	X	

Fund(s) or Account(s):
447 (Housing)

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:
To approve the notice of intent to bond not to exceed $14,000,000.

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	
Communication		

Name the Policy/Ordinance Followed:

Legal Review	X		

NOTICE OF INTENT RESOLUTION
2026 CAPITAL IMPROVEMENT BONDS
FOR HOUSING PROJECTS

CITY OF MUSKEGON
County of Muskegon, State of Michigan

Minutes of a regular meeting of the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, held on July 14, 2026, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Commissioners _____

_____

ABSENT: Commissioners _____

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

WHEREAS, the City of Muskegon, County of Muskegon, State of Michigan (the "City") intends to authorize the issuance and sale of general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in one or more series, an aggregate principal amount of not to exceed Fourteen Million Dollars ($14,000,000) (the "Bonds") for the purpose of paying all or part of the costs of acquiring and constructing residential housing units in the City for economic development purposes (the "Projects"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Notice of Intent Authorized. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Muskegon Chronicle*, a newspaper of general circulation in the City.

2. Form of Notice of Intent. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. Approval of Notice of Intent and Publication. The City Commission does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members:_____

_____

NAYS: Members:_____

RESOLUTION DECLARED ADOPTED.

_____
Ann Marie Meisch
City Clerk

I hereby certify that the attached 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 July 14, 2026, and that public notice of the meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by the Act.

_____
Ann Marie Meisch
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS
OF THE CITY OF MUSKEGON
OF INTENT TO ISSUE BONDS
AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Muskegon, County of Muskegon, State of Michigan (the "City"), intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series, an aggregate principal amount of not to exceed Fourteen Million Dollars ($14,000,000) for the purpose of paying all or part of the costs of acquiring and constructing residential housing units in the City for economic development purposes.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE PAYABLE from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

THE BONDS will be payable in annual installments not to exceed ten (10) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Ann Marie Meisch
City Clerk, City of Muskegon

51223769.1/063684.00066

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CANADA
MEXICO
POLAND
QATAR

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July 7, 2026

Mr. Ken Grant
Finance Director
City of Muskegon
933 Terrace Street
Muskegon MI 49443-0536

Re: City of Muskegon – Notice of Intent Resolution
Capital Improvement Bonds for Housing Project

Dear Ken:

I have enclosed a Notice of Intent Resolution for consideration by the City Commission at its meeting on July 14th. This Resolution authorizes the publication of a Notice of Intent relating to a proposed bond issue to pay the cost of acquiring and constructing residential housing units in the City for economic development purposes (the "Project").

The enclosed Notice of Intent Resolution indicates the City's intent to issue its limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed $14,000,000 to pay the cost of the Project and authorizes the City Clerk to publish a notice of intent to issue Bonds in the *Muskegon Chronicle* indicating the City's intent to issue Bonds for the Project. The Resolution does not obligate the City to issue Bonds up to the full amount or to issue the Bonds at all. The City can downsize the Bond issue prior to the sale of the Bonds and can also issue the Bonds in multiple series.

The proceeds of the Bonds may be used to pay for the acquisition and construction of the Project as well as reimburse the City for any engineering, design and other preliminary costs related to the Project. The Bonds will also be used to pay issuance costs related to the Bonds.

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Bonds by publishing a notice which gives the voters a referendum right on the issuance of the Bonds. The Bonds can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the City. The form of Notice of Intent is included in the Resolution on page 3. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City**.

If the Notice of Intent Resolution is approved by Council and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in early September. In order to issue and sell the Bonds, the City Council would need to adopt a resolution later in the summer/early fall to authorize the issuance of the Bonds and that resolution would determine the amount of the Bond issue to be financed.

We would appreciate receiving a certified copy of the Resolution upon its adoption as well as an Affidavit of Publication from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

If you or anyone copied have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____
Patrick F. McGow

Enclosure
cc: Jonathan Seyferth
Jake Eckholm
Warren Creamer
Stacey Mills

51223712.1/063684.00066

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** FY 2026-27 Sanitation Fee
Submitted by: Dan VanderHeide, Public Works Director	**Department:** DPW- Equipment & Sanitation

Brief Summary:
Staff recommends adopting a sanitation fee resolution for FY26-27.

Detailed Summary & Background:
The sanitation property tax of 3 mils funds the bulk of the City's sanitation efforts, which include curbside trash, recycling and yard waste, street sweeping, and other cleanup efforts. To make up the shortfall relative to our contracted services for these items, the City charges a sanitation fee on the utility bill. Due to increasing costs, staff are recommending increasing the sanitation fee from $4.00 to $4.50, an increase of $0.50. The adopted FY-26-27 budget includes revenues based on the $4.50 fee. The included resolution will set the fee at $4.50.

Goal/Action Item:
2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Reliable and efficient short and long term financial practices

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
N/A

Budgeted Item:

Yes	X	No		N/A		

Fund(s) or Account(s):
101-521 (Sanitation)

Budget Amendment Needed:

Yes		No	X	N/A		

Recommended Motion:
Move to adopt the Sanitation Fee Resolution for FY26-27

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	

Name the Policy/Ordinance Followed:

Communication		
Legal Review		

CITY OF MUSKEGON

MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO._____

At a regular meeting of the City Commission of Muskegon, Michigan, held at the City Commission Chambers on July 14, 2026.

RECTITALS

After reviewing the cost to provide sanitation services for the residents of the City of Muskegon, the City Commission has determined that the funds generated from the 3 mills dedicated to sanitation currently does not cover the costs to provide the service at its current level.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY RESOLVES:

1. Effective July 1, 2026, a monthly service fee of $4.50 will be charged to all residential utility billings. This increase fee is will cover the inflationary cost in fuel, labor costs, and the additional customers using the recycling program.
2. This rate increase will go in effect July 1, 2026 and will be re-evaluated each fiscal year.

The above changes to be effective as noted above

This resolution adopted:

YEAS:

NAYS:

CITY OF MUSKEGON

By :_____

Ann Marie Meisch, MMC, City Clerk

CERTIFICATION

This resolution was adopted at a regular meeting of the City commission, held on July 14, 2026. The meeting was properly held and noticed pursuant to Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1967.

CITY OF MUSKEGON

By: _____

Ann Marie Meisch, MMC, City Clerk

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Water Supply System Bonds Series 2026
Submitted by: Kenneth Grant, Finance Director	**Department:** Finance

Brief Summary:
Ordinance authorizing the issuance of a Water Supply Junior Lien Revenue Bond Series 2026

Detailed Summary & Background:
The bonds are expected to be sold to the Michigan Finance Authority and payable in 20 annual principal installments at an interest rate of 2.0%. Bond closing is scheduled for September 3, 2026. Estimated Principal Forgiveness has yet to be determined.

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:

Yes	x	No		N/A		

Fund(s) or Account(s):
Water

Budget Amendment Needed:

Yes		No	x	N/A		

Recommended Motion:

To authorize the issuance of Water Sewer Supply System Bonds, Series 2026 for an amount not to exceed $10,000,000.00

Approvals:

Immediate Division Head	x	
Information Technology		
Other Division Heads	x	
Communication		

Name the Policy/Ordinance Followed:

Legal Review	x		

ORDINANCE NO. _____
CITY OF MUSKEGON

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE WATER SUPPLY SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND CERTAIN OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF MUSKEGON ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Adjusted Net Revenues" means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments.

(i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.

(ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.

(c) "Authority" means the Michigan Finance Authority or its successor.

(d) "Authorized Officers" means the Mayor, the City Manager, the City Clerk and the Finance Director of the City.

(e) "Bonds" or "Senior Lien Bonds" means any bonds or series of bonds so designated and payable from Net Revenues, which are secured by a statutory first lien on the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds secured by the statutory second lien on the Net Revenues, together with any additional Bonds of equal standing thereafter issued.

(f) "City" or "Issuer" means the City of Muskegon, County of Muskegon, State of Michigan.

(g) "EGLE" means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.

(h) "Engineers" means Prein & Newhof, registered engineers of Grand Rapids, Michigan.

(i) "Junior Lien Bonds" means the Series 2026 Bonds, the Outstanding Junior Lien Bonds and any additional bonds of equal standing with the Series 2026 Bonds and the Outstanding Junior Lien Bonds which are secured by a statutory second lien on the Net Revenues and are junior and subordinate to the Senior Lien Bonds.

(j) "Outstanding Junior Lien Bonds" means the Series 2004 Bonds, Series 2019 Bonds, Series 2020 Bonds, Series 2022 Bonds, Series 2023 Bonds, the Series 2024 Bonds and the Series 2025 Bonds.

(k) "Outstanding Ordinances" means Ordinance Nos. 2117, 2416, 2436, 2468, 2483, 2505 and 2543 of the City.

(l) "Project" means the acquisition, construction, furnishing and equipping of improvements to the Water Supply System of the City, including distribution system improvements, replacement of water mains and lead service lines, pump station and water filtration plant improvements, together with all related appurtenances and attachments.

(m) "Purchase Contract" means the Purchase Contract to be entered into between the Authority and the City relating to the purchase by the Authority of the Series 2026 Bonds.

(n) "Revenues" and "Net Revenues" shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinances and this Ordinance.

(o) "Series 2019 Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2019, dated August 28, 2019, in the outstanding principal amount of $1,255,000.

(p) "Series 2020 Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2020, dated September 30, 2020, in the outstanding principal amount of $3,025,000.

(q) "Series 2022 Bonds" means the Series 2022A Bonds and the Series 2022B Bonds.

(r) "Series 2022A Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2022A, dated September 20, 2022, in the outstanding principal amount of $1,040,000.

(s) "Series 2022B Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2022B, dated September 20, 2022, in the outstanding principal amount of $240,000.

(t) "Series 2023 Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2023, dated September 8, 2023, in the outstanding principal amount of $2,870,000.

(u) "Series 2024 Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2024, dated August 28, 2024, in the outstanding principal amount of $4,820,000.

(v) "Series 2025 Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2024, dated September 5, 2025, in the outstanding principal amount of $11,568,000.

(w) "Series 2026 Bonds" means the Series 2026A Bonds and the Series 2026B Bonds.

(w) "Series 2026A Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2026A, in the principal amount of not to exceed Five Million Dollars ($5,000,000) authorized by this Ordinance.

(x) "Series 2026B Bonds" means the Water Supply System Junior Lien Revenue Bond, Series 2026B, in the principal amount of not to exceed Five Million Dollars ($5,000,000) authorized by this Ordinance.

(y) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds or Junior Lien Bonds and the principal and redemption premium, if any, on the Bonds or Junior Lien Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds or Junior Lien Bonds are to be called

for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(z) "Supplemental Agreement" means the supplemental agreement among the City, the Authority and the EGLE relating to a series of the Series 2026 Bonds.

(aa) "System" means the Water Supply System of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the Drinking Water State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of not to exceed two percent (2.00%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be an amount not to exceed Ten Million Dollars ($10,000,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2026 Bonds, the City shall borrow the sum of not to exceed Ten Million Dollars ($10,000,000), and issue the Series 2026 Bonds therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds and City funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Outstanding Ordinances shall apply to the Series 2026 Bonds issued pursuant to this Ordinance, the same as though each of the provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of junior and subordinate standing and priority of lien to any Outstanding Senior Lien Bonds and of equal standing and priority of lien as to the Net Revenues with the Outstanding Junior Lien Bonds to finance the cost of acquiring additions, extensions and improvements to the System, additional bonds of junior and subordinate standing and priority of lien as to any Outstanding Senior Lien Bonds and of equal standing and priority of lien as to the Outstanding Junior Lien Bonds for such purpose being authorized by the provisions of the Outstanding Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2026 Bonds; Details. The Series 2026 Bonds of the City, to be designated WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2026A and WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2026B are authorized to be issued in the aggregate principal sum of not to exceed Ten Million Dollars ($10,000,000), or such lesser amount as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2026 Bonds. The Series 2026A Bond is authorized to be issued in the

aggregate principal sum of not to exceed Five Million Dollars ($5,000,000) and the Series 2026B Bond is authorized to be issued in the aggregate principal sum of not to exceed Five Million Dollars ($5,000,000). The Series 2026 Bonds shall be Junior Lien Bonds payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that the Series 2026 Bonds shall be subordinate to the prior lien with respect to the Net Revenues in favor of any Senior Lien Bonds hereafter issued.

The Series 2026A Bond and the Series 2026B Bond shall each be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of each series of the Series 2026 Bonds and approved by the Authority and an Authorized Officer. Principal installments of the Series 2026A Bond shall be payable on April 1 of the years 2028 through 2047, inclusive, or such other payment dates as hereinafter provided. Principal installments of the Series 2026B Bond shall be payable on April 1 of the years 2030 through 2049, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2026 Bonds shall be payable on April 1 and October 1 of each year, commencing April 1, 2027 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2026 Bonds and the payment dates and amounts of principal installments of the Series 2026 Bonds shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2027 and the final principal installment shall be due no later than April 1, 2051 and that the total principal amount shall not exceed $10,000,000.

The Series 2026 Bonds shall bear interest at a rate of not to exceed two percent (2.00%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the maximum rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2026 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2026 Bonds is expected to be drawn down by the City periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the City.

The Series 2026 Bonds shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2026 Bonds shall be payable as provided in the Series 2026 Bonds form in this Ordinance.

The Series 2026 Bonds shall be subject to optional redemption by the City with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the City of all outstanding principal of and interest on the Series 2026 Bonds, the Authority shall deliver the Series 2026 Bonds to the City for cancellation.

Section 6. Execution of Series 2026 Bonds. The Series 2026 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City or facsimile thereof impressed thereon. The Series 2026 Bonds bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond or Junior Lien Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond or Junior Lien Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the City shall execute and the transfer agent shall authenticate and deliver a new Bond or Junior Lien Bond, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The City shall not be required (i) to issue, register the transfer of or exchange any Bond or Junior Lien Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2026 Bonds contained in Section 16 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond or Junior Lien Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds or Junior Lien Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on the books of the Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall

have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2026 Bonds; Security; Priority of Lien. Principal of and interest on the Series 2026 Bonds shall be payable solely from the Net Revenues, and to secure such payment, there is hereby recognized the statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Senior Lien Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2026 Bonds) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Senior Lien Bonds hereafter issued.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentences, the statutory lien shall be terminated with respect to that series of Bonds or Junior Lien Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds or Junior Lien Bonds of that series shall no longer be considered to be outstanding under the Outstanding Ordinances or this Ordinance.

Section 9. Bondholders' Rights; Receiver. The holder or holders of the Bonds or Junior Lien Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds or the Junior Lien Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The holder or holders of the Bonds and the Junior Lien Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the Junior Lien Bonds and the security therefor.

Section 10. Management; Fiscal Year. The operation, repair and management of the System and the acquisition and construction of the Project shall be under the supervision and control of the City Commission. The City Commission, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Commission

may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The fiscal year of the System shall be the fiscal year of the City.

Section 11. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 12. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 13. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds and the Junior Lien Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. The funds and accounts established by the Outstanding Ordinances are hereby continued, the flow of funds established by the Outstanding Ordinances, is hereby continued, and the applicable sections of the Outstanding Ordinances, relating to funds and accounts and flow of funds are incorporated herein by reference as if fully set forth.

Section 15. Bond Proceeds. The proceeds of the sale of the Series 2026 Bonds shall be deposited in a bank or banks, designated by the City, qualified to act as depository of the proceeds of sale under the provisions of Act 94, in an account designated 2026 WATER SUPPLY SYSTEM PROJECT CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project, including any engineering, legal and other expenses incident thereto and to the financing thereof.

Section 16. Bond Form. The Series 2026 Bonds shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2026[A/B]

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars ($_____)

DATE OF ORIGINAL ISSUE: September 3, 2026

The CITY OF MUSKEGON, County of Muskegon, State of Michigan (the "City"), for value received, hereby promises to pay, but only out of the hereinafter described Net Revenues of the City's Water Supply System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than $_____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on the principal installments from the date each installment is delivered to the holder hereof until paid at the rate of two percent (2.00%) per annum. Interest is first payable April 1, 2027 and semiannually thereafter and principal is payable on the first day of April commencing April 1, 20__ (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water Supply System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional bonds of the City hereafter issued by the City, as set forth in the Ordinance (hereinafter defined). The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the City's Water Supply System Junior Lien Revenue Bonds, Series 2019, the City's Water Supply System Junior Lien Revenue Bonds, Series 2020, the City's Water Supply System Junior Lien Revenue Bonds, Series 2022A, the City's Water Supply System Junior Lien Revenue Bonds, Series 2022B, the City's Water Supply System Junior Lien Revenue Bonds, Series 2023, the City's Water Supply System Junior Lien Revenue Bonds, Series 2024 and the City's Water Supply System Junior Lien Revenue Bonds, Series 2025 (together, the "Outstanding Junior Lien Bonds") and any additional bonds hereafter issued by the City of equal standing and priority with the Outstanding Junior Lien Bonds. The City has reserved the right to issue such additional Bonds

which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues, or of equal standing and priority of lien as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of senior lien bonds subsequent to the delivery of the bonds of this issue.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. ___, duly adopted by the City Commission of the City and the prior ordinances authorizing the issuance of the Outstanding Junior Lien Bonds (together, the "Ordinances"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances.

This bond is a self-liquidating bond, payable, both as to principal and interest, solely and only from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, the Outstanding Junior Lien Bonds, any additional Bonds, and any additional Junior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including a bond reserve account, if any) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinances.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinances, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Muskegon, County of Muskegon, State of Michigan, by its City Commission has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

CITY OF MUSKEGON

By_____
Mayor

(Seal)

Countersigned:

By_____
City Clerk

EGLE Project Number: [7929-01a][7929-01b]
EGLE Approved Amt: $_____

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

Maturity Date	Principal Amount
April 1, 2028	
April 1, 2029	
April 1, 2030	
April 1, 2031	
April 1, 2032	
April 1, 2033	
April 1, 2034	
April 1, 2035	
April 1, 2036	
April 1, 2037	
April 1, 2038	
April 1, 2039	
April 1, 2040	
April 1, 2041	
April 1, 2042	
April 1, 2043	
April 1, 2044	
April 1, 2045	
April 1, 2046	
April 1, 2047	

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.00% per annum, payable April 1, 2027, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 17. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2026 Bonds to the Authority because the Drinking Water State Revolving Fund financing programs provide significant interest savings to the City compared to competitive sale in the municipal bond market and principal forgiveness. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2026 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2026 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2026 Bonds for the Drinking Water State Revolving Fund. Prior to the delivery of the Series 2026 Bonds to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2026 Bonds contained in Section 16 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 18. Covenant Regarding Tax Exempt Status of the Bonds. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2026 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2026 Bonds proceeds and moneys deemed to be Bond proceeds.

Section 19. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 20. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2026 Bonds issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2026 Bonds shall not exceed two percent (2.00%) per annum, and the Series 2026 Bonds shall mature in not more than twenty (20) annual installments.

Section 21. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 23. Publication and Recordation. This Ordinance shall be published in full in the *Muskegon Chronicle*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 24. Effective Date. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 14th day of July, 2026.

Signed_____
Mayor

Signed_____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on July 14, 2026, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

I further certify that the following Members were present at the meeting: _____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of the Ordinance, and that the motion was supported by Member _____.

I further certify that the following Members voted for adoption of the Ordinance: _____ and that the following Members voted against adoption of the Ordinance: _____.

I further certify that the Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

_____

City Clerk

51220118.1/063684.00064

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN
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NEW YORK
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PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

July 7, 2026

Mr. Ken Grant
Finance Director
City of Muskegon
933 Terrace Street
Muskegon MI 49443-0536

Re: City of Muskegon
Water Supply System Junior Lien Revenue Bonds, Series 2026
(DWSRF Project 7929-01a and -01b)

Dear Ken:

I have enclosed an Ordinance authorizing the issuance of the above-captioned Water Supply System Revenue Bonds to be considered for approval by the City Commission at its meeting on July 14th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") Quarter 4B Drinking Water State Revolving Fund Program, scheduled to close on September 3rd.

The City has been approved by EGLE and the MFA for two different water project financings: Series 2026A, in an amount not to exceed $5,000,000 to pay for water main improvements, and Series 2026B, in an amount not to exceed $5,000,000 to pay for lead service line replacements. The Bond Ordinance authorizes the issuance of the Bonds in an amount not to exceed $10,000,000, based on the pre-construction bid project cost estimates plus a buffer to take into account higher construction bid results. Of that amount, approximately 18% of the principal amount of the Series 2026A Bonds will be forgiven and approximately 50% of the principal amount of the Series 2026B Bonds will be forgiven, with the remaining amount will be repaid through the loan from the MFA at 2.00% per annum. The Ordinance provides flexibility for the actual size of the Bond issue to be reduced prior to closing based on the actual construction bids and final approved costs.

The Bond Ordinance authorizes the issuance of the Series 2026 Bonds, which are payable from the Net Revenues of the City's Sanitary Sewer System. The Bonds are expected to be sold to the MFA and payable in 20 annual principal installments at an interest rate of 2.00%. The Bonds are being issued as junior lien bonds which are of equal standing with the Series 2004 Bonds, Series 2019 Bonds, Series 2020 Bonds, Series 2022A Bonds, Series 2022B Bonds, Series 2023 Bonds, Series 2024 Bonds and Series 2025 Bonds.

The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bonds and all related documents, approve the final size of the Bonds and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933.

Pursuant to the Revenue Bond Act, **the Ordinance may be adopted in one reading, without a public hearing, regardless of any contrary provision in the City's ordinance adoption procedures**. The Ordinance is required to be published once in full in your local newspaper (*Muskegon Chronicle*) after its adoption. There are no restrictions or requirements on the size of the publication, so it can be as small as possible. Upon adoption by the City Commission, we would appreciate receiving a certified copies of the Ordinance and an Affidavit of Publication of the Ordinance for bond transcripts.

The Part III application with the construction bids and tentative contract approval is being finalized for submission to EGLE by July 7th, with the tentative contract approvals to be approved at the July 14th City Commission meeting. There will be a conference call with MFA, EGLE and City officials on August 5th which we will participate in, to make final arrangements relating to the Bond terms. At that time, the final bond size will be determined, and we will prepare the necessary documents to be signed by various City officials after that date regarding the sale and delivery of the Bonds. The EGLE Order of Approval is expected to be issued on August 14th. The closing for the Bonds will be September 3rd and the City can begin requesting draws on the Bonds after that date.

If you or anyone copied have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____
Patrick F. McGow

Enclosure
cc: Jonathan Seyferth
Dan Vanderheide
Barbara Marczak
Warren Creamer
Stacey Mills

51221516.1/063684.00064

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Sanitary Sewer Supply System Bonds Series 2026
Submitted by: Kenneth Grant, Finance Director	**Department:** Finance

Brief Summary:
Ordinance authorizing the issuance of a Sanitary Sewer Supply Junior Lien Revenue Bond Series 2026

Detailed Summary & Background:
The bonds are expected to be sold to the Michigan Finance Authority and payable in 20 annual principal installments at an interest rate of 2.0%. Bond closing is scheduled for September 3, 2026. Estimated Principal Forgiveness has yet to be determined.

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

Recommended Motion:

To authorize the issuance of Sanitary Sewer Supply System Bonds, Series 2026 for an amount not to exceed $ 6,000,000.00

Approvals:

Immediate Division Head	x	
Information Technology		
Other Division Heads	x	

Name the Policy/Ordinance Followed:

Communication		
Legal Review	x	

ORDINANCE NO. _____
CITY OF MUSKEGON

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE SANITARY SEWER SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND CERTAIN OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF MUSKEGON ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Adjusted Net Revenues" means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments.

(i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.

(ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.

(c) "Authority" means the Michigan Finance Authority or its successor.

(d) "Authorized Officers" means the Mayor, the City Manager, the City Clerk and the Finance Director of the City.

(e) "Bonds" or "Senior Lien Bonds" means any bonds or series of bonds so designated and payable from Net Revenues, which are secured by a statutory first lien on the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds secured by the statutory second lien on the Net Revenues, together with any additional Bonds of equal standing thereafter issued.

(f) "City" or "Issuer" means the City of Muskegon, County of Muskegon, State of Michigan.

(g) "EGLE" means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.

(h) "Engineers" means Prein & Newhof, registered engineers of Grand Rapids, Michigan.

(i) "Junior Lien Bonds" means Series 2026 Bond, the Outstanding Junior Lien Bonds and any additional bonds of equal standing with the Series 2026 Bond and the Outstanding Junior Lien Bonds which are secured by a statutory second lien on the Net Revenues and are junior and subordinate to the Senior Lien Bonds.

(j) "Outstanding Junior Lien Bonds" means the Series 2019 Bond, the Series 2020 Bond, the Series 2022 Bond and the Series 2023 Bond.

(k) "Outstanding Ordinances" means Ordinance Nos. 2417, 2437, 2469 and 2484 of the City.

(l) "Project" means the acquisition, construction, furnishing and equipping of improvements to the Sanitary Sewer System of the City, including sewer system rehabilitation and replacement of existing sewer lines, together with pump station improvements and all related appurtenances and attachments.

(m) "Purchase Contract" means the Purchase Contract to be entered into between the Authority and the City relating to the purchase by the Authority of the Series 2026 Bond.

(n) "Revenues" and "Net Revenues" shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinances and this Ordinance.

(o) "Series 2019 Bond" means the Sanitary Sewer System Junior Lien Revenue Bond, Series 2019, dated August 28, 2019, in the outstanding principal amount of $2,255,000.

(p) "Series 2020 Bond" means the Sanitary Sewer System Junior Lien Revenue Bond, Series 2019, dated September 30, 2020, in the outstanding principal amount of $2,970,000.

(q) "Series 2022 Bond" means the Sanitary Sewer System Junior Lien Revenue Bond, Series 2019, dated September 20, 2022, in the outstanding principal amount of $2,590,000.

(r) "Series 2023 Bond" means the Sanitary Sewer System Junior Lien Revenue Bond, Series 2023, dated September 8, 2023, in the outstanding principal amount of $1,790,000.

(s) "Series 2026 Bond" means the Sanitary Sewer System Junior Lien Revenue Bond, Series 2026, of the City in the principal amount of not to exceed Six Million Dollars ($6,000,000) authorized by this Ordinance.

(t) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds or Junior Lien Bonds and the principal and redemption premium, if any, on the Bonds or Junior Lien Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds or Junior Lien Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(u) "Supplemental Agreement" means the supplemental agreement among the City, the Authority and the EGLE relating to the Series 2026 Bond.

(v) "System" means the Sanitary Sewer System of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the Clean Water State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of not to exceed two percent (2.00%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be an amount not to exceed Six Million Dollars ($6,000,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2026 Bond, the City shall borrow the sum of not to exceed Six Million Dollars ($6,000,000), and issue the Series 2026 Bond therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds and City funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Outstanding Ordinances shall apply to the Series 2026 Bonds issued pursuant to this Ordinance, the same as though each of the provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of junior and subordinate standing and priority of lien to any Outstanding Senior Lien Bonds and of equal standing and priority of lien as to the Net Revenues with the Outstanding Junior Lien Bonds to finance the cost of acquiring additions, extensions and improvements to the System, additional bonds of junior and subordinate standing and priority of lien as to any Outstanding Senior Lien Bonds and of equal standing and priority of lien as to the Outstanding Junior Lien Bonds for such purpose being authorized by the provisions of the Outstanding Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2026 Bond; Details. The Series 2026 Bond of the City, to be designated SANITARY SEWER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2026 is authorized to be issued in the aggregate principal sum of not to exceed Six Million Dollars ($6,000,000) or such lesser amount as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2026 Bond. The Series 2026 Bond shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof.

The Series 2026 Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2026 Bond and approved by the Authority and an Authorized Officer. Principal installments of the Series 2026 Bond shall be payable on April 1 of the years 2028 through 2047, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2026 Bond shall be payable on April 1 and October 1 of each year, commencing April 1, 2027 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2026 Bond and the payment dates and amounts of principal installments of the Series 2026 Bond shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2027 and the final principal installment shall be due no later than April 1, 2049 and that the total principal amount shall not exceed $6,000,000.

The Series 2026 Bond shall bear interest at a rate of not to exceed two percent (2.00%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the maximum rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2026 Bond in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2026 Bond is expected to be drawn down by the City periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the City.

The Series 2026 Bond shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2026 Bond shall be payable as provided in the Series 2026 Bond form in this Ordinance.

The Series 2026 Bond shall be subject to optional redemption by the City with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the City of all outstanding principal of and interest on the Series 2026 Bond, the Authority shall deliver the Series 2026 Bond to the City for cancellation.

Section 6. Execution of Series 2026 Bond. The Series 2026 Bond shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City or facsimile thereof impressed thereon. The Series 2026 Bond bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond or Junior Lien Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond or Junior Lien Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the City shall execute and the transfer agent shall authenticate and deliver a new Bond or Junior Lien Bond, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The City shall not be required (i) to issue, register the transfer of or exchange any Bond or Junior Lien Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2026 Bond contained in Section 16 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond or Junior Lien Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds or Junior Lien Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on the books of the Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2026 Bond; Security; Priority of Lien. Principal of and interest on the Series 2026 Bond shall be payable solely from the Net Revenues, and to secure such payment, there is hereby recognized the statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Senior Lien Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2026 Bond) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Senior Lien Bonds hereafter issued.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentences, the statutory lien shall be terminated with respect to that series of Bonds or Junior Lien Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds or Junior Lien Bonds of that series shall no longer be considered to be outstanding under the Outstanding Ordinances or this Ordinance.

Section 9. Bondholders' Rights; Receiver. The holder or holders of the Bonds or Junior Lien Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds or the Junior Lien Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer

and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The holder or holders of the Bonds and the Junior Lien Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the Junior Lien Bonds and the security therefor.

Section 10. Management; Fiscal Year. The operation, repair and management of the System and the acquisition and construction of the Project shall be under the supervision and control of the City Commission. The City Commission, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Commission may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The fiscal year of the System shall be the fiscal year of the City.

Section 11. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 12. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 13. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds and the Junior Lien Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. The funds and accounts established by the Outstanding Ordinances are hereby continued, the flow of funds established by the Outstanding Ordinances, is hereby continued, and the applicable sections of the Outstanding Ordinances, relating to funds and accounts and flow of funds are incorporated herein by reference as if fully set forth.

Section 15. Bond Proceeds. The proceeds of the sale of the Series 2026 Bond shall be deposited in a bank or banks, designated by the City, qualified to act as depository of the proceeds

of sale under the provisions of Act 94, in an account designated 2026 SANITARY SEWER SYSTEM PROJECT CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project, including any engineering, legal and other expenses incident thereto and to the financing thereof.

Section 16. Bond Form. The Series 2026 Bond shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF MUSKEGON

CITY OF MUSKEGON

SANITARY SEWER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2026

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars ($_____)

DATE OF ORIGINAL ISSUE: September 3, 2026

The CITY OF MUSKEGON, County of Muskegon, State of Michigan (the "City"), for value received, hereby promises to pay, but only out of the hereinafter described Net Revenues of the City's Sanitary Sewer System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than $_____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on the principal installments from the date each installment is delivered to the holder hereof until paid at the rate of two percent (2.00%) per annum. Interest is first payable April 1, 2027 and semiannually thereafter and principal is payable on the first day of April commencing April 1, 2028 (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Sanitary Sewer System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created, subject to the senior lien of any additional bonds of the City hereafter issued by the City, as set forth in the Ordinance (hereinafter defined). The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the City's Sanitary Sewer System Junior Lien Revenue Bonds, Series 2019, the City's Sanitary Sewer System Junior Lien Revenue Bonds, Series 2020, the City's Sanitary Sewer System Junior Lien Revenue Bonds, Series 2022 and the City's Sanitary Sewer System Junior Lien Revenue Bonds, Series 2023 (together, the "Outstanding Junior Lien Bonds") and any additional bonds hereafter issued by the City of equal standing and priority with the Outstanding Junior Lien Bonds. The City has reserved the right to issue such additional Bonds which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues, or of equal standing and priority of lien as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of senior lien bonds subsequent to the delivery of the bonds of this issue.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. ___ duly adopted by the City Commission of the City, and the prior ordinances authorizing the issuance of the Outstanding Junior Lien Bonds (together, the "Ordinances"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

This bond is a self-liquidating bond, payable, both as to principal and interest, solely and only from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, the Outstanding Junior Lien Bonds, any additional Bonds, and any additional Junior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including a bond reserve account, if any) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of Muskegon, County of Muskegon, State of Michigan, by its City Commission has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

CITY OF MUSKEGON

By_____
Mayor

(Seal)

Countersigned:

By_____
City Clerk

EGLE Project Number: 6019-01
EGLE Approved Amt: $_____

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

Maturity Date	Principal Amount
October 1, 2028	$245,000
October 1, 2029	250,000
October 1, 2030	255,000
October 1, 2031	260,000
October 1, 2032	265,000
October 1, 2033	275,000
October 1, 2034	280,000
October 1, 2035	285,000
October 1, 2036	290,000
October 1, 2037	295,000
October 1, 2038	300,000
October 1, 2039	305,000
October 1, 2040	315,000
October 1, 2041	320,000
October 1, 2042	325,000
October 1, 2043	335,000
October 1, 2044	340,000
October 1, 2045	345,000
October 1, 2046	355,000
October 1, 2047	360,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.00% per annum, payable April 1, 2027, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 17. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2026 Bond to the Authority because the Clean Water State Revolving Fund financing programs provide significant interest savings to the City compared to competitive sale in the municipal bond market and principal forgiveness. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2026 Bond with the Authority. The actions taken by the Authorized Officers with respect to the Series 2026 Bond prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2026 Bond for the Clean Water State Revolving Fund. Prior to the delivery of the Series 2026 Bond to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2026 Bond contained in Section 16 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 18. Covenant Regarding Tax Exempt Status of the Bonds. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2026 Bond from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2026 Bond proceeds and moneys deemed to be Bond proceeds.

Section 19. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 20. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2026 Bond issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2026 Bond shall not exceed two percent (2.00%) per annum, and the Series 2026 Bond shall mature in not more than twenty (20) annual installments.

Section 21. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 22. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 23. Publication and Recordation. This Ordinance shall be published in full in the *Muskegon Chronicle*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 24. Effective Date. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 14th day of July, 2026.

Signed_____
Mayor

Signed_____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Commission of the City of Muskegon, County of Muskegon, Michigan, at a regular meeting held on July 14, 2026, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

I further certify that the following Members were present at the meeting: _____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of the Ordinance, and that the motion was supported by Member _____.

I further certify that the following Members voted for adoption of the Ordinance: _____ and that the following Members voted against adoption of the Ordinance: _____.

I further certify that the Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

_____

City Clerk

51219934.1/063684.00063

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN
ILLINOIS
NEW YORK
OHIO
WASHINGTON, D.C.
CANADA
MEXICO
POLAND
UKRAINE
QATAR

PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

July 7, 2026

Mr. Ken Grant
Finance Director
City of Muskegon
933 Terrace Street
Muskegon MI 49443-0536

Re: City of Muskegon
Sanitary Sewer System Junior Lien Revenue Bonds, Series 2026
CWSRF Project #6019-01

Dear Ken:

I have enclosed an Ordinance authorizing the issuance of the above-captioned Sanitary Sewer System Revenue Bonds to be considered for approval by the City Commission at its meeting on July 14th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") Quarter 4B Clean Water State Revolving Fund Program, scheduled to close on September 3rd.

The Bond Ordinance authorizes the issuance of the Bonds in an amount not to exceed $6,000,000, based on the pre-construction bid project cost estimates plus a buffer to take into account higher construction bid results. Of that amount, approximately 13% of the principal will be forgiven, and the remaining amount will be repaid through the loan from the MFA at 2.00% per annum. The Ordinance provides flexibility for the actual size of the Bond issue to be reduced prior to closing based on the actual construction bids and final approved costs.

The Bond Ordinance authorizes the issuance of the Series 2026 Bonds, which are payable from the Net Revenues of the City's Sanitary Sewer System. The Bonds are expected to be sold to the MFA and payable in 20 annual principal installments at an interest rate of 2.00%. The Bonds are being issued as junior lien bonds which are of equal standing with the Series 2019 Bonds, Series 2020 Bonds, Series 2022 Bonds and Series 2023 Bonds.

The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bonds and all related documents, approve the final size of the Bonds and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933.

Pursuant to the Revenue Bond Act, **the Ordinance may be adopted in one reading, without a public hearing, regardless of any contrary provision in the City's ordinance adoption procedures**. The Ordinance is required to be published once in full in your local

newspaper (*Muskegon Chronicle*) after its adoption. There are no restrictions or requirements on the size of the publication, so it can be as small as possible. Upon adoption by the City Commission, we would appreciate receiving a certified copies of the Ordinance and an Affidavit of Publication of the Ordinance for bond transcripts.

The Part III application with the construction bids and tentative contract approval is being finalized for submission to EGLE by July 7th, with the tentative contract approvals to be approved at the July 14th City Commission meeting. There will be a conference call with MFA, EGLE and City officials on August 5th which we will participate in, to make final arrangements relating to the Bond terms. At that time, the final bond size will be determined, and we will prepare the necessary documents to be signed by various City officials after that date regarding the sale and delivery of the Bonds. The EGLE Order of Approval is expected to be issued on August 14th. The closing for the Bonds will be September 3rd and the City can begin requesting draws on the Bonds after that date.

If you or anyone copied have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____
Patrick F. McGow

Enclosure
cc: Jonathan Seyferth
Dan Vanderheide
Barbara Marczak
Warren Creamer
Stacey Mills

51219919.1/063684.00063

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Sewer Back Up Claim
Submitted by: Kenneth Grant, Finance Director	**Department:** Finance

Brief Summary:
Sewer Claim due the plugged Main Line at 2185 Letart.

Detailed Summary & Background:
The estimate prepared by Evenhope LLC outlines full reconstruction of multiple finished basement areas following a Category 3 sewage intrusion, including drywall replacement, painting, flooring, trim, doors, and fixture replacement, along with associated labor, materials, supervision, and contractor overhead/profit. It covers eight functional areas (two bedrooms, living room, hallway, bathroom, laundry room, storage, and stairs) plus site protection and project coordination.

DAMAGE SUMMARY

- RestoPros Mitigation Invoice: $7,767.80
- Plumbing invoices: $455
- Evenhope LLC reconstruction estimate (full basement): $48,700

Goal/Action Item:

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
Settlement up to $65,000

Budgeted Item:

Yes		No	x	N/A		

Fund(s) or Account(s):
Sewer Fund

Budget Amendment Needed:

Yes	x	No		N/A		

Recommended Motion:
Authorize staff to settle this matter, up to $65,000, in exchange for a fully executed release and sign related documents.

Approvals:

Immediate Division Head	x	

Name the Policy/Ordinance Followed:

Information Technology		
Other Division Heads		
Communication		
Legal Review	x	

MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

May 28, 2026

Alec Gesiakowski
2185 Letart Avenue
Muskegon, Michigan 49441
SENT VIA EMAIL ONLY TO alecjgesiakowski@gmail.com

Re:	Our Member:	City of Muskegon
	MMRMA Claim No.:	2602177
	Date of Loss:	May 18, 2026
	Loss Location:	2185 Letart Avenue

Dear Mr. Gesiakowski:

This office represents the City of Muskegon in connection with its self-insurance program. As such, we have received your claim for damages resulting from a sewer backup on the above date.

Public Act 222, of 2001, states that a claim for damages must meet all the following criteria:

1. The sewage disposal system had a defect.
2. An appropriate government agency knew or reasonably should have known about the defect.
3. The defect was not remediated by the government agency in a reasonable time.
4. The property damage or personal injury resulted because of the defect.
5. You own and have reasonable proof of the value of the damaged property.

In order to proceed with our investigation, we will require the following, **if not already submitted**:

1. A list of all property that was damaged. According to PA 222, "reasonable proof of ownership and the value of the damaged personal property must be shown. This may include records documenting the ownership, purchase price or value of the property…" **This list should be as specific as possible, including the approximate purchase date and replacement cost.** Copies of receipts would be helpful, if available. Your claim will be evaluated on an Actual Cash Value basis (replacement cost less depreciation).

2. Written invoices for services performed and/or written estimates for repairs or replacement of items such as (but not limited to) flooring, dry wall, appliances and so on (if not already submitted).

3. Photos of items as damaged, **if available** (and if not already submitted).

4. A copy of any payments or denials from your homeowner's insurance carrier. If a claim is pending, submit the name of the insurance company and a claim number.

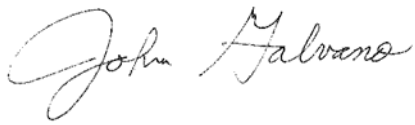
MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY

Please note that misrepresentation of your loss may be considered fraud. Also, be aware that submission of this information does not guarantee that your claim will be paid. We also will be obtaining a report from the Department of Public Works as to the cause of the back-up.

Property owners have a duty to limit their losses by making every effort to protect and repair as quickly as possible. If you have not already done so, it is recommended that you begin clean-up efforts immediately.

Once we have received all necessary information and have completed our investigation, we will contact you regarding the resolution of your claim.

Sincerely,



John Galvano
Senior Claims Adjuster

CC: City of Muskegon (via email only)

Enclosures: Property Damage Worksheet

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

14001 Merriman, Livonia, MI 48154

CLAIMANT: Alec Gesiakowski **CLAIM#:** 2602177 **DATE:** 5/28/2026

MEMBER: City of Muskegon **DOL:** 5/18/2026 **ADJ:** JG

FILL IN COLUMNS 1, 2, 3, 4, 5, 6, 7 **ATTACH AVAILABLE RECEIPTS / PICTURES OF DAMAGES / OWNERSHIP EVIDENCE**

QTY	ARTICLE	SERIAL NO.	DESCRIPTION MODEL NO.	PURCHASE PLACE	PURCHASE DATE	ORIGINAL COST	REPLACEMENT COST	DEPRECIATION	VALUE OF LOSS
(1)	(2)		(3)	(4)	(5)	(6)	(7)	OFFICE USE ONLY	OFFICE USE ONLY
						TOTALS			

OWNER'S SIGNATURE **DATE:**

ADDRESS:

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

14001 Merriman, Livonia, MI
48154

Claimant: Alec Gesiakowski **CLAIM#**: 2602177 **DATE**: 5/28/2026

Member: City of Muskegon **DOL**: 5/18/2026 **ADJ**: JG

Address: _____ Cell Phone: _____

_____ Work Phone: _____

_____

Comments/Notes: _____

Item No.	Detailed Description	Purchase Location	Purchase Cost	Purchase Date	Picture/Video Attached	Receipt Attached

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Rad Dads Agreement
Submitted by: Jonathan Seyferth, City Manager	**Department:** Manager's Office

Brief Summary:
For some time, the City and Rad Dads have been working towards an updated Participating Agreement for their space in Trinity Health Arena. Attached is the updated agreement.

Detailed Summary & Background:
This updated Participation agreement brings Rad Dads' agreement into closer alignment with other restaurants in the arena. The agreement also gives Rad Dad's the option to, at its own expense, expand its outdoor eating area to include an upper deck (paragraph 27). Any expansion needs to meet all zoning and building code approvals and application processes, and the cost would be borne by Rad Dads. Importantly, the agreement does not allow for expansion over the 4th Street promenade in front of the convention center, it removes the exhibit that was previously attached, and it removes the ability to put in a digital billboard (which doesn't comply with form based code). This was agreed to following conversations with the Convention Center, the County, planning and Rad Dads.

The agreement, consistent with other agreements in the building, offers multiple renewal options — in this case, 5 through 2057. With each renewal term, the monthly base rent payment will increase. There is a formal renewal notification process that the city and Rad Dads must follow regarding the intent to renew their agreement, consistent with other agreements (it's not an automatic renewal). The monthly base rent is listed on page 2. This does not include Common Area Maintenance (CAM) fees.

Paragraphs 20 & 21 outline the City's options if Rad Dads defaults on its agreement. The City must give Rad Dads notice and a cure period if it defaults. If not cured, the city may terminate the agreement. The specific steps are outlined in Paragraph 21.a.i.

The updated agreement includes arena participation payments to the teams in the arena (paragraph 3c)

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

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:	**Budgeted Item:**

Yes		No		N/A	X	

Fund(s) or Account(s):	**Budget Amendment Needed:**

Yes		No		N/A	X	

Recommended Motion:
to approve the agreement as presented contingent on Rad Dad's approval of the settlement agreement

Approvals:

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

Name the Policy/Ordinance Followed:

AGREEMENT FOR MANAGEMENT OF A PORTION OF A LICENSED PREMISES PURSUANT TO PARTICIPATION AGREEMENT

This Agreement for Management of a Portion of a Licensed Premises Pursuant to Participation Agreement ("Agreement") is made May 12, 2026 ("Effective Date"), by and between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (the "City"), and **Rad Dads', L.L.C.**, a Michigan limited liability company, of 470 W. Western Avenue, Muskegon, Michigan 49456 ("Rad Dads") (the City and Rad Dads collectively referred to herein as the "Parties").

Background

A. The City owns the Trinity Health Arena located at 470 W. Western Avenue, Muskegon, Michigan ~~49456~~ 49440 (the "Arena"). The City is responsible for the operation, maintenance, and improvements of the Arena and has the authority to authorize the use of portions of the Arena on an exclusive and non-exclusive basis.

B. Rad Dads commenced operations in the Arena in 2018.

C. The City is owner of a Class C liquor license issued by the Michigan Liquor Control Commission ("MLCC") (the "License"). The Parties previously entered into that certain Participation Agreement dated March 3, 2022, pursuant to MLCC Rule 436.1041 to permit Rad Dads the limited use of the License for its bar/restaurant business ("Restaurant") located within the Arena (the "Participation Agreement".) A copy of the application to the MLCC for the Participation Agreement is attached hereto on **Schedule 1**.

D. The Parties now wish to mutually terminate the Participation Agreement and enter into this Agreement, subject to MLCC approval pursuant to MLCC Rule 436.1041, to restate and clarify the terms and conditions within the Participation Agreement and continue to permit Rad Dads limited use of the License.

NOW THEREFORE, intending to be legally bound, the City and Rad Dads hereby agree as follows:

1. **Premises and Term.** The City agrees to allow Rad Dads the exclusive right to use and manage the Premises, as depicted on the attached **Exhibit A** (the "Premises"), for the Term of this Agreement. The Initial Term of this Agreement shall commence upon the full execution of this Agreement by all Parties (the "Commencement Date") and shall expire on March 22, 2031 (the "Expiration Date"). Provided that Rad Dads is not in Default of this Agreement, as defined in Section 24 below, Rad Dads shall have ~~six~~ five (~~5~~6) additional five (5) year options to renew this Agreement (individually a "Renewal Term" and collectively the "Renewal Terms"). ~~Unless Rad Dads gives the City six (6) months written Notice of its intent to not renew this Agreement for the next Renewal Term prior to the Expiration Date, the next Renewal Term shall automatically renew. Provided that Rad Dads does not give notice to not renew this Agreement, then upon each Renewal Term references in this Agreement to the "Term" shall thereafter include the Initial Term and any Renewal Term exercised. References to the Expiration Date shall thereafter be deemed to be the~~

~~last day of the Term or Renewal Term, unless terminated prior thereto pursuant to the terms of this Agreement~~. Provided that Rad Dads is not in material default of this Agreement at the time of expiration of the initial term or any option term, Rad Dads shall provide the City of Muskegon with written notice of its intent to renew this Agreement in writing no later than sixty (60) days prior to the expiration of the initial term and any renewal term provided, however, that said sixty (60) days shall not begin to toll until sixty (60) days after the City of Muskegon has provided Rad Dads with written notice of the expiration of the initial term or any renewal term.

2. **MLCC Participation Permit**. Upon execution of this Agreement, the Parties agree to act in good faith and to utilize their best efforts to make application to the MLCC to approve this Agreement and either (i) confirm that the Parties current Participation Agreement will continue in good standing or (ii) approve a new participation agreement pursuant to MLCC Rule 436.1041. The Parties acknowledge that despite the MLCC's approval of the current Participation Agreement that this Agreement remains contingent upon and shall only become effective upon the MLCC's approval of this Agreement.

3. **Rent**. "Rent" shall consist of Base Rent, additional charges for Common Area Maintenance ("CAM"), and the Arena Participation Payments, if any, as hereinafter set forth.

a. **Base Rent Payment**. During the Initial Term and during each subsequent Renewal Term properly and timely exercised, Rad Dads shall pay to the City the Monthly Base Rent in the amount as set forth below, to be paid in advance on the first business day of each calendar month during the Term, without demand:

Term	Monthly Base Rent Payment
Initial Term 5/12/2026-3/22/31	$3,155.05
Renewal Term 1~~2~~ 3/23/31~~27~~-3/22/36	$3,407.45
Renewal Term 32 3/23/36-3/22/41	$3,680.04
Renewal Term 3~~4~~ 3/23/41-3/22/46	$3,974.44
Renewal Term 4~~5~~ 3/23/46 - 3/22/51	$4,292.40
Renewal Term 5~~6~~ 3/23/51-3/22/~~56~~57	$4,635.79

b. **CAM Payment**. In addition to the Base Rent Payment, Rad Dads shall pay to the City a monthly additional payment of $1,750.00 during the Initial Term for CAM expenses, to be paid in advance on the first business day of each calendar month during the Term, without demand ("CAM Payment"). Should Rad Dads elect to extend the term of this Agreement as specified in Section 1, Rad Dad's CAM payment shall increase on the anniversary of each calendar year in the same amount of any increase in the Consumer Price Index ("CPI") from the previous calendar year or by five percent (5%), whichever is lower. In no event shall the CAM payment be decreased due to changes in the CPI. All CAM payments must be paid in advance on the first business day of each calendar month, without demand.

c. **Arena Participation Payment.** Rad Dads will either (1) work with the Arena's Hockey League team, Soccer League team, and Indoor Football League team (collectively, the "Teams"), to reach an agreement for compensation for each game played in the Arena, or (2) pay to the City a sum equal to the total of the following: (i) $500 for each United States Hockey League game, (ii) $400 for each Major Arena Soccer League game or comparable arena soccer league, and (iii) $400 for each Professional Indoor Football League game or comparable indoor football league (individually a "Game" or collectively the "Games"), that take place at the Arena each month (the "Arena Participation Payment"). Rad Dad's obligation to make the Arena Participation Payment only arises when the arena has sold at a minimum Twelve Hundred (1,0200) tickets to any such game. Upon written verification from the City of the paid attendance to any such game, Rad Dad's will pay the Arena Participation Payment on the first day of the calendar month following a month in which a Game occurred. By way of example, if there are two (2) Hockey League games, one (1) Soccer League game, and one (1) Indoor Football League game that take place in the month of January, then in addition to the Base Use Payment and Additional Use Payment due to the City on February 1st, Rad Dads would owe the City an Arena Participation Payment in the amount of $1,800.00. Following collection of the Arena Participation Payment, the City will forward to each Team its portion of the Arena Participation Payment. As of the Effective Date, the "Hockey League" team means the Muskegon Lumberjacks, "Soccer League" team means the Muskegon Risers, and "Indoor Football" team means the Muskegon Ironmen. Notwithstanding the foregoing, Hockey League, Soccer League, and Indoor Football refers to any Hockey, Soccer, and Indoor Football team that is similar in level and character to the Muskegon Lumberjacks, Risers, and Ironmen. It is the intent of the parties that if any additional teams similar in level and character host a game that this Arena Participation Payment would apply to Rad Dads.

d. **Payment; Late Charge**. The Base Rent Payment, CAM Payment, and Arena Participation Payment are collectively referred to herein as "Rent". The City shall have all the same rights and remedies for non-payment of Rent or the Debt Payment. The Rent and Debt Payment shall be paid to the City via ACH. The City shall provide Rad Dads with proper and correct account information and instructions for Rad Dads to pay Rent and Debt Payments via ACH. Any Rent or Debt Payment that is not received in full within five (5) business days after such Rent or Debt Payment is due will be subject to a

late charge equal to Five Hundred Dollars ($500.00) per late payment of Rent or Debt Payment.

4. **Rad Dads Compensation.**

a. **Base Compensation.** Rad Dads shall retain one hundred percent (100%) of the net profits generated from the operation of the Restaurant, including the sale of alcoholic beverages under the License, non-alcoholic beverages, food, merchandise, and cover charges and other goods and services which would not constitute a violation of MLCC rules. The term "net profits" as used in this Agreement shall mean all revenue derived from the operation of the Restaurant less all expenses related to the operation of the Restaurant. During the term of this Agreement, at the request of the City, Rad Dads shall deliver to the City an income statement certified by an officer or manager of Rad Dads' setting forth its profits. In the event the City, in its reasonable and necessary discretion as the Licensee needs additional information, Rad Dads' will grant to the City the right to have access to inspect all books, accounts, records and reports, that may be kept by Rad Dads' showing all financial information related to the operation of the Restaurant. If a review discloses any discrepancy in required record keeping, the parties shall mutually agree on a Certified Public Accountant to review the financial statements and records of Rad Dads' and determine compliance. Such determination shall be binding on the parties. The City shall handle all information derived from Rad Dads books, accounts, and records in compliance with the City's policies on confidentiality and non-disclosure.

b. **Closure Credit.** The City may host events that require the temporary closure of Rad Dads. The City shall not owe Rad Dads any compensation or consideration for the first twenty (20) hours (per each calendar year) that the Arena causes the temporary closure of Rad Dads. For each hour that exceeds twenty (20) hours, the City shall credit Rad Dads a Rent credit of Two Hundred Fifty Dollars ($250.00) per hour. In addition to any Rent credit, if the temporary closure of Rad Dads is for an event at which tickets are sold, the City will reimburse Rad Dads One Dollar ($1.00) per each ticket sold. The City shall account to Rad Dads regarding the number of tickets sold at any such event within ten (10) business days following the event. No closure credits will be granted to Rad Dads if a closure is made at Rad Dads discretion or is due to Rad Dads failure to pay city income taxes, business license fees, or its failure to comply with any local ordinances, fire codes, or other governmental or administrative rules and regulations.

c. **Notice Regarding Closure.** The City shall give Rad Dads at least ten (10) business days written Notice of the request for temporary closure. In the event that such Notice is not timely, the City shall credit Rad Dads a One Thousand Dollars ($1,000.00) Rent credit in addition to any Rent Credit Rad Dads receives pursuant to Section 4.b above.

5. **Inventory Purchase**. To the extent required by MLCC rules, Rad Dads shall order and purchase all alcohol used by Rad Dads in the operation of its Restaurant. Rad Dads must reimburse the City for all alcohol purchases within thirty (30) days of invoice from the City.

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Nonpayment within thirty (30) days of the City's invoice shall be deemed an immediate Default under this Agreement.

6. **Taxes**. Rad Dads agrees that it will pay all expenses in connection with the use and management of the Restaurant, the Premises, and all fixtures therein, including, but not limited to, all taxes, permits, fees, license fees (except for the License) and assessments lawfully levied or assessed upon the Restaurant, Rad Dads personal property, or upon its use of the Premises.

7. **Utilities and Other Service Charges**. The City will pay for all water, sewer, gas, electricity, heat, sewage, and trash pickup costs for the Arena, inclusive of the Premises, as well as for internet, cable, and DirectTV for Rad Dad's use. Notwithstanding the foregoing, the City may change cable and television subscriptions at City's reasonable discretion. The City however shall provide a sports streaming channel at the City's expense. Rad Dads is responsible for all telephone costs it chooses to incur. Rad Dad's has the right to obtain additional streaming services, at Rad Dad's expense.

8. **Interruption of Services**. The City does not warrant that any of the services or utilities referred to in this Agreement will be free from interruption, curtailment, or suspension, and Rad Dads acknowledges that any one or more of such services may be suspended by reason of accident or repairs, Alterations (defined in Section 17 below), or improvements, or by reason of causes beyond the control of the City. Except as may otherwise be provided herein, no interruption, curtailment, or suspension of service shall be deemed an eviction or disturbance of Rad Dads use of the Premises or any part thereof, or render the City liable to Rad Dads for damages, or relieve Rad Dads from the full and complete performance of all Rad Dads obligations under this Agreement, nor shall there be any abatement of any Rent Payment or Debt Payment. Rad Dads shall not be permitted to install new or additional utility facilities anywhere throughout the Premises without the prior consent of the City. Notwithstanding the foregoing, any interruption of utilities directly and solely caused by the intentional misconduct or gross negligence of the City, resulting in Rad Dads inability to conduct its business at the Arena in whole or in part for a period of ten (10) consecutive days that Rad Dads would otherwise be open, will entitle Rad Dads to a pro rata abatement of the monthly Rent Payment payable for each day that such services are interrupted and Rad Dads is required to close.

9. **Improvements; Maintenance and Repair**.

a. **Rad Dads Obligations**. During the Term, subject to the City's obligations hereunder, Rad Dads, at its sole cost and expense, shall keep and maintain the Premises, including any improvements or permitted Alterations thereon, in good order and condition, and perform any maintenance and make necessary repairs and replacements necessary to keep the Premises, improvements, and any Alterations in good order and condition, ordinary wear and tear excepted. All maintenance, repairs, replacements, and renewals made to the Premises by or on behalf of Rad Dads shall be made and performed (i) at Rad Dads sole cost and expense, (ii) by fully licensed, insured, and bonded contractors and mechanics, (iii) in a good and workmanlike manner, (iv) with materials at least equal in quality, value, and utility to those used in the original work or installation, (v) in accordance with such reasonable requirements as the City may impose with respect to insurance to be

obtained by Rad Dads or Rad Dads contractors with respect to such work, (vi) in full compliance with all applicable laws, codes, ordinances, and regulations of governmental authorities having jurisdiction over the Premises, and (vii) free and clear of any mortgage, pledge, lien, encumbrance or security interest of any kind, including any mechanic's liens.

b. **The City Obligations**. During the Term, the City shall be responsible for Material Repairs to any Structural Components or Building Systems (as each of those terms are defined below). Notwithstanding anything to the contrary herein, (i) any maintenance, repairs, or replacements of any kind that are necessitated due to the acts, omissions, negligence or intentional misconduct of Rad Dads or Rad Dads shareholders, directors, owners, managers, agents, servants, employees, contractors, invitees, or licensees ("Rad Dads' Agents"), or as a result of Rad Dads failure to perform its obligations under this Agreement, shall be Rad Dads responsibility to perform at its sole cost, and (ii) the determination as to whether a repair or a replacement is needed shall be made by the City in its sole discretion. For purposes of this Agreement, "Structural Component" shall mean the following Structural Components of the improvements located at the Premises: roof, footings, exterior and supporting walls, slab, structure, foundations, and structural steel columns and girders. Also, for purposes of this Agreement, "Building Systems" shall mean HVAC system, plumbing, internal wiring and electrical.

c. **Common Area Maintenance**. During the Term, the City shall be responsible for furnishing "janitorial services" for the exterior of the building and in lobby areas and restrooms used by the public, exclusive of those areas used and managed by Rad Dads, the cost of which is included in the CAM Payment. The City shall allow Rad Dads the use of the City's dumpsters, the cost of such service is included in the CAM Payment. The City shall maintain in good working order, all public ways, seats and eating areas and structures of the Arena, including plate glass, roof, and outer walls and heating, electrical and plumbing supply sites, air conditioning and hot water supply units. As used in this Agreement, the phrase "common area maintenance" or "CAM" means the maintenance required to be performed by City for the common or joint use and benefit of Rad Dads, licensees and invitees of the Arena and all items of expense relating to operating, managing, supervising, equipping, policing and protecting, lighting, repairing, replacing, and maintaining the appearance, safety and utility of the common areas in the Arena. The City shall also be responsible to manage, operate, and maintain all common areas within the Arena and environs owned by the City in good order and condition, and perform any maintenance and make necessary repairs and replacements necessary to keep the Arena and environs, its improvements, and any Alterations in good order and condition including all parking areas, but not limited to, plowing of snow, paving, and repair of potholes. The City shall also maintain the common areas in an attractive condition. The City's obligation for CAM shall apply to all common areas defined as all other areas of the Arena that are not within Rad Dads control and not part of the Premises, but including any area that has not been established by the City for exclusive use.

d. **Notice**. If any maintenance, repairs and/or replacements are required to be made to the Premises by the City under this Agreement, Rad Dads shall promptly notify the City and the Arena Manager in writing. Except as otherwise set forth herein, the City

shall not be liable to Rad Dads for any damage or inconvenience, and Rad Dads shall not be entitled to any abatement or reduction of any Use Payment, by reason of any maintenance, repairs, replacements Alterations, or additions made or required to be made by the City under this Agreement.

e. **Failure to Maintain and Repair and Failure to Perform Common Area Maintenance**. If Rad Dads fails to commence making any repair, replacement, renewal, or maintenance under this Agreement, after ten (10) days prior written Notice from the City of the need for any such repair, replacement, renewal, or maintenance, or if the City fails to commence making any repair, replacement, renewal, or maintenance, including CAM under this Agreement, after ten (10) days prior written Notice from Rad Dads of the need for any such repair, replacement, renewal, or maintenance except in the case of an emergency (in which case only Notice of the need for such repair, replacement, renewal, or maintenance under this Agreement shall be required) and same has not been completed within ten (10) days of such Notice, or, in the case of an emergency, is not promptly completed, the other Party (the "Repairing Party") may make such repairs or replacements, or perform such maintenance or cause such repairs or replacements to be made or maintenance to be performed. On the Repairing Party's written Notice of the performance and cost of any maintenance, repairs, renewals, or replacements made pursuant to this section, the other Party must promptly reimburse the Repairing Party for the reasonable costs of such maintenance, repair, or replacements incurred by the Repairing Party pursuant to this section, together with interest on any such sum at the rate of eight percent (8%) per annum from the date that is fifteen (15) days following the date of the Notice until the date paid. Prior to making any emergency repairs, the Repairing Party shall use reasonable efforts under the circumstances to contact the other Party to give that Party an opportunity to perform its obligations hereunder. This section is not the exclusive remedy, and each Party preserves all other claims allowed at law.

10. **Use**. The Premises may only be used by Rad Dads for the operation of its Restaurant business open to the general public and such use includes any and all special events conducted on the Premises that are reasonably related to Rad Dads Restaurant business and for no other reason (the "Permitted Use"). Rad Dads will use the Premises in a careful, safe, and proper manner and will not commit waste, overload the floor or structure of the Premises, or subject the Premises to use that would damage the Premises or that would otherwise make insurance difficult or impossible to obtain. Rad Dads shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises other than those that are typical from the business operated for the Permitted Use. Rad Dads shall at all times comply with all MLCC rules and regulations.

11. **Quiet Enjoyment**. The City covenants to Rad Dads that the City will not obstruct, interfere with, or take away from Rad Dads beneficial use of the Premises and will not act or fail to act so as to impair the character and value of the Premises and will not allow the site lines and view from Rad Dads into the Arena, or from the Arena into Rad Dads to be totally obstructed, except as otherwise may be permitted in this Agreement. The City retains the right to construct a physical barrier, in addition to the existing physical barrier, between Rad Dads and the Arena concourse that does not significantly impair visibility from Rad Dads space into the Arena. The

barrier may be transparent or see-through in nature in order to keep Rad Dads patrons from entering the Arena by means other than the Gate (as defined below).

12. **Arena Entrance from Rad Dads**. The Premises includes a gate that allows access from the Premises to the Arena concourse area (the "Gate"). The Gate is as marked on **Exhibit A**. Rad Dads may have the Gate open to allow patrons access between the Arena and the Premises during events held at the Arena when the Arena is open to the general public, including but not limited to during all Games. When the Arena is open to the general public, the Gate does not need to be monitored by a security attendant. Rad Dads may also have the gate open to allow patrons access between the Arena and the Premises during Games and other ticketed events as permitted by the City; however, a security attendant must be present at the Gate. The security attendant will be from the same company servicing security to the rest of the Arena during the Games or ticket event. The security attendant shall be responsible for scanning tickets and preventing unauthorized access into the Arena. If Rad Dads desires to have the Gate open during Games, the cost of the security attendant will be borne by Rad Dads. The City will bill Rad Dads its share of the costs monthly and payment shall be made within five (5) business days. When the Gate is opened, food and alcoholic beverages may flow between the Premises and the Arena concourse. Notwithstanding the foregoing, alcoholic beverages must stop entering the Arena concourse from the Premises when last call for alcoholic beverages sold within the Arena is announced. Last call is typically announced in the Arena at 9:00 pm; however, the time for last call may vary between Games and other ticketed events and the City will directly communicate such time to Rad Dads. Notwithstanding anything herein to the contrary, the Gate shall not be opened during any (i) MHSAA games or practices, (ii) graduations, or (iii) other events as determined by the City in its sole but reasonable discretion upon ten (10) business days written Notice to Rad Dads.

13. **Liens**. Rad Dads has no express or implied authority to create or place, or permit to be placed, any mechanic's lien, construction lien, charge, or any other lien or encumbrance of any kind whatsoever ("Liens") upon the Premises or any improvements thereon, including to those who may furnish materials or perform labor for any construction or repairs, and will not subject the Premises or any part thereof or the City's interest in the Premises to any Lien of any kind. Rad Dads shall at all times keep the Premises free from any and all Liens arising out of any work performed, materials furnished, or obligations incurred by or for Rad Dads or any of Rad Dads' Agents. If any Liens is filed as a result of the act or omission of, or work performed by or at the direction of, Rad Dads or any of Rad Dads' Agents, Rad Dads will cause such Liens to be immediately discharged, but in no event later than ten (10) days after Notice from the City thereof. If Rad Dads fails to cause the Liens to be fully discharged within the ten (10) day period, then, in addition to any other right or remedy, the City will be entitled, but not obligated to, discharge the same by paying the amount claimed to be due or by deposit or bonding proceedings. Rad Dads will indemnify and save the City and the City's Agents harmless from all Losses (defined below) to the extent arising from any Liens filed as a result of the act or omission of, or work performed by or at the direction of Rad Dads or any of Rad Dads' Agents or arising from Rad Dads failure to timely discharge same. Rad Dads shall reimburse the City for any and all reasonable costs and expenses which may be incurred by the City by reason of the filing of any such Liens and/or the removal of same, such reimbursement to be made within five (5) days after Rad Dads receipt of Notice from the City. The failure of Rad Dads to pay any such amount to the City within said five (5) day period shall carry the same consequences as failure to pay any installment of Use Payment or Debt Payment.

14. **Compliance with Law**. The City agrees that during the Term, it will, at its own cost and expense, promptly company with all applicable federal, state, county, city and municipal or other governmental or quasi-governmental statutes, charters, laws, rules, orders, codes, decrees, regulations and ordinances affecting the portions of the Arena that are common to all Rad Dads of the Arena (i.e. all positions of the Arena that are not leased to other parties) (the "Common Areas"), or the occupancy, use, or repair thereof, including, without limitation, the Americans With Disabilities Act and the Americans with Disabilities Act Amendments Act (together, "ADA"), all rules, orders, and regulations of all public officers including the police, health and fire departments and with the National Board of Fire Underwriters or other similar organizations for the prevention of fire or the corrections of hazardous conditions, and all other orders, ordinances, judgments, regulations, codes, directives, permits, licenses, covenants and restrictions of record now or hereafter applicable to the Common Areas or the occupancy, use, or repair thereof (collectively, "Legal Requirements"). Rad Dads agrees that during the Term, it will, at its own cost and expense, promptly comply with: (a) all present and future federal, state, county, city and municipal or other governmental or quasi-governmental statutes, charters, laws, rules, orders, codes, decrees, regulations and ordinances affecting the Premises or the occupancy, use, or repair thereof, including, without limitation, the Legal Requirements, including making such Alterations and modifications to, at, or about the Premises that are required by Legal Requirements whether as the result of Rad Dads use or operation of the Premises or otherwise; and (b) the requirements of all insurance companies having policies of general liability, fire, or other insurance at any time in force and effect with respect to the Premises and its permanent improvements. Following the execution of this Agreement Rad Dads shall be responsible for all ADA Title III compliance in, on, and throughout the Premises, including any improvements or other work to be performed in the Premises under or in connection with this Agreement. Rad Dads will also be responsible for the cost of ADA "path of travel" requirements arising from or required by Alterations in or the use of the Premises.

15. **Sublease or Assignment**. Rad Dads shall not assign this Agreement without the prior written approval of the City. Any transfer or change in the ownership of Rad Dads will be deemed an assignment of this Agreement requiring approval by the City. Any attempted transfer or change in ownership without the City's consent will be deemed void and constitute a non-curable Rad Dads Default under this Agreement. Rad Dads request for consent will include the details of the proposed assignment, transfer, or change in ownership including the name, business and financial condition of the prospective transferee, financial details of the proposed transaction, criminal history, and any other information the City reasonably deems relevant in its sole discretion. No assignment of this Agreement by Rad Dads, whether in whole or in part, nor the granting of any consent by the City with respect thereto, shall relet or relieve Rad Dads from liability for the Use Payment, Debt Payment, or performance of any other obligations of Rad Dads under this Agreement, unless otherwise agreed by the City and Rad Dads in writing.

16. **Risk of Loss**. The risk of loss, damage, or destruction with respect to the Premises and all of Rad Dads personal property, improvements, or permitted Alterations will be borne by Rad Dads at all times. If by reason of any cause the Rad Dads space is damaged to such an extent that the Rad Dads space is unusable in whole or in substantial part, then:

a. If the repairs and rebuilding necessary to restore the Rad Dads space to its condition prior to the occurrence or the damage can be in the reasonable judgment of Rad Dads be completed within ninety (90) days from the date on which the damage occurred, Rad Dads shall so notify the City in writing and shall proceed promptly with such repairs and rebuilding, and in such event the use of the Premises shall be abated for the period from the date of the occurrence of such damage to the date upon which such repairs and rebuilding are completed; and

b. If such repairs and rebuilding cannot, in the reasonable judgment of Rad Dads, be completed within ninety (90) days, the City and Rad Dads can mutually agree either to:

i. Have Rad Dads proceed promptly with said repairs and rebuilding, in which event the said use shall be abated; or

ii. To terminate this Agreement.

17. **Insurance**.

a. **The City Obligations**. During the Term, the City will maintain all risk ("All Risk") property insurance, insuring the Arena, but excluding Rad Dads personal property and any improvements or permitted Alterations made by Rad Dads, in an amount as reasonably determined by the City. The City may also carry, at the City's option, commercial general public liability insurance and such other insurance and additional coverages as it may deem necessary, in its reasonable discretion, including, but not limited to, flood insurance and rent loss insurance (which insurance shall be in addition to, and not in lieu of, any insurance required to be maintained by Rad Dads). The City shall not be obligated to insure any of Rad Dads personal property, any other furniture, equipment, trade fixtures, machinery, goods, personal property or supplies which Rad Dads may keep or maintain in the Premises or any improvements or permitted Alterations made by Rad Dads upon the Premises. Rad Dads shall not be named as an additional insured on any policy of liability insurance maintained by the City. Rad Dads shall not have any interest in or benefit under other insurance that the City may, in its reasonable discretion, decide to obtain and maintain under this Agreement. As the owner of the License, the City shall also maintain liquor liability insurance issued by a carrier accepted by MLCC and either complete form LC-95 or file a similar Proof of Liquor Liability Insurance form which has been approved by MLCC. Rad Dads shall be named as an additional insured on the liquor liability policy and a copy shall be provided to Rad Dads.

b. **Rad Dads Obligations**. At all times during the Term, Rad Dads, at its expense, shall maintain in effect the following insurance, with insurers authorized to do business in the State of Michigan:

i. Insurance coverage on all of Rad Dads personal property and other contents at the Premises, as well business interruption insurance coverage with commercially reasonable limits.

ii. Commercial general liability insurance, which shall include premises liability, contractual liability, personal and advertising injury, and products/completed operations coverage. Such policy shall insure against claims for bodily injury, death, or property damage occurring on, in, or about the Premises, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in aggregate, as well as coverage for damage to Premises with not less than a Five Hundred Thousand Dollar ($500,000.00) limit, and an umbrella policy with at least a One Hundred Thousand Dollar ($1,000,000.00) limit. All such policies shall include the City as an additional insured on a primary basis with a waiver of subrogation in accordance with this Section 12.

iii. Special Form All Risk property insurance, insuring all of Rad Dads personal property and any Fixtures, permitted Alterations made by Rad Dads, or improvements that are the responsibility of Rad Dads located on the Premises, equal to the full Replacement Cost of such property.

iv. Workers' compensation insurance or self-insurance, and other similar insurance covering all persons employed in connection with Rad Dads business as required by applicable laws of the State of Michigan.

c. **Insurance Standards**. All insurance required by Section shall be carried with companies licensed to do business in Michigan having an A.M. Best's rating of at least A-/VII and shall be written as primary policy coverage and not contributing with, or in excess of, any coverage carried by the City. All policies must name Rad Dads as the named insured Party and, except for worker's compensation (if applicable) and other employer-related policies, and insurance on Rad Dads personal property, all policies shall name as additional insureds or loss payees, as applicable, the City (on a primary basis) and its successors or assigns as their interests may appear and shall endeavor to provide at least thirty (30) days written Notice to any additional insureds before cancellation or material modification. Furthermore, all insurance policies that Rad Dads is required to maintain will provide coverage to the City whether or not the event giving rise to the claim is alleged to have been caused in whole or in part by the acts, omissions, or negligence of the City; all policies must be primary, with any policies of the City being excess, secondary, and noncontributing. Upon commencement of this Agreement and as requested by the City from time to time, Rad Dads shall furnish the City with certificates issued by its insurance agent evidencing the coverage required by Section 12(b) above or replacements and renewals thereof. For purposes of this Agreement, "Replacement Cost" shall mean the actual Replacement Cost of the property requiring replacement from time to time, less exclusions provided in the standard form of fire insurance policy.

d. **Subrogation**. The City and Rad Dads, on behalf of themselves and their insurers, each hereby waives any and all rights of recovery against the other, the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of the other and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each of the foregoing (collectively,

"Representatives"), for loss of or damage to its property or the property of others under its control, to the extent that such loss or damage incurred by the waiving Party is actually covered by any insurance policy in force (whether or not described in this Agreement) at the time of such loss or damage, or required to be carried under this Section, less any deductibles. All property insurance carried by either Party will contain a waiver of subrogation against the other Party to the extent such right was waived by the insured Party prior to the occurrence of loss or injury. If Rad Dads fails to insure Rad Dads personal property within the Premises, Rad Dads shall conclusively be deemed to have waived any claim against or recovery from the City to the extent that any such claim or recovery would have been covered by an All Risk casualty insurance policy for such personal property and contents and therefore would have been within the scope of a waiver of subrogation contained in such policy of insurance.

18. **Alterations and Additions**.

a. **Approval**. Except for mere decorations and Permitted Work Items (defined below) that are necessary for Rad Dads operations, Rad Dads shall not make any structural or non-structural changes, alterations, additions, modifications, or improvements to the Premises or the improvements thereon, or install any Fixtures in or to the Premises (any of the foregoing, "Alterations") without the prior written consent of the City, which may be withheld in the City's sole discretion. All permitted Alterations, whether structural or nonstructural, shall be performed in a good and workmanlike manner and shall be done at Rad Dads sole cost and expense and in compliance with all Legal Requirements. Upon the City's request, Rad Dads will deliver copies of all governmental permits, authorizations, approvals, and certificates related to such Alterations.

b. **Permitted Work Items**. "Permitted Work Items" are considered Alterations that (i) do not cost more than $10,000.00, (ii) does not modify or affect the roof, plumbing, HVAC, or electrical systems, foundation, slab, structural steel columns and girders, or any other Structural Components of the Premises or otherwise affect the structural integrity of the Premises, and (iii) does not create, cause, or result in any repair or replacement obligations of the City. Notwithstanding the foregoing, the City shall have no maintenance, repair, or replacement obligations with respect to any Alterations, all of which shall be the responsibility of Rad Dads; and in no event shall Rad Dads be permitted to develop, improve, or otherwise build or place any structures or improvements on any of the vacant portions of the Premises without the prior consent of the City which is subject to the City Commission approval and all applications and procedures required to request approval.

19. **Indemnification**. Rad Dads covenants and agrees to indemnify, defend and save the City and the City's Agents harmless from and against any and all claims, demands, expenses (including reasonable costs and reasonable attorney fees), Losses, suits, causes of action, penalties, taxes, fines, liabilities, and damages ("Losses"), whether brought by any third Party or directly by the City or any of the City's Agents, to the extent arising from or caused by (i) any occurrence in or about any part of the Premises during the Term, including, without limitation, injury to persons or damage to property, (ii) the use of the Premises or any part thereof by Rad Dads, any of Rad Dads' Agents, or any person in or about the Premises with the express or implied consent of Rad Dads, and (iii) any Rad Dads Default or any failure to perform or comply with or breach by Rad

Dads of any Legal Requirement or any covenant, agreement, representation, or warranty made by Rad Dads pursuant to this Agreement; except, in any case, to the extent any such damage, loss, death or injury is caused by the gross negligence or willful misconduct of the City or the City's Agents or the breach of this Agreement by the City. Rad Dads further agrees to pay the City and to indemnify the City and the City's Agents for all reasonable attorney fees and expenses incurred in enforcing the terms of this Agreement or any other rights or remedies of the City assuming only if the City is the prevailing Party. Rad Dads obligations hereunder shall not be negated nor reduced by virtue of an insurance carrier's denial of coverage for the occurrence or event which is the subject matter of the claim or refusal to defend.

20. **Default by Rad Dads**. The occurrence of any one of the following shall constitute an event of default by Rad Dads ("Rad Dads Default"):

a. Failure by Rad Dads to pay any installment of the Use Payment, Debt Payment, or other sum required to be paid by Rad Dads pursuant to this Agreement in full when due.

b. Any violation of the rules and regulations of the MLCC or any violation of any law, rule, ordinance, or regulation by Rad Dads.

c. Rad Dads abandons or vacates the Premises before the Expiration Date.

d. Filing of a petition against Rad Dads for adjudication of it as a bankrupt or insolvent, or for its reorganization or the appointment of a receiver or trustee for the benefit of its creditors, if such petition is not dismissed within sixty (60) days of filing; or the filing of such a petition by Rad Dads; or an assignment by Rad Dads for the benefit of creditors.

e. Rad Dads shall attempt or there shall occur any assignment, subleasing, or other transfer of Rad Dads interest in or with respect to this Agreement or the Premises except as otherwise expressly permitted in this Agreement.

f. Rad Dads fails to continuously maintain any insurance required to be maintained by Rad Dads pursuant to this Agreement.

g. Rad Dads breaches or otherwise fails to perform or comply with any other covenant or condition of this Agreement or to abide by any term of this Agreement.

h. Rad Dads dissolves or otherwise fails to maintain legal existence.

21. **The City's Remedies**.

a. If any default by Rad Dads under this Agreement shall have occurred then Rad Dads shall have ten (10) days to cure such default following written notice from the City. The City agrees to extend such ten (10) cure period if the City finds in its sole discretion that Rad Dads is taking all reasonable steps to cure such default and the default cannot be cured within ten (10) days due to factors outside of Rad Dads control.

Notwithstanding the foregoing, if Rad Dads has received written Notice twice from the City of any default during the Term, then Rad Dads shall not receive any further cure period or Notice of defaults but shall instead be deemed to be in immediate default under this Agreement and, in addition to pursuing any and all remedies available to the City at law or equity, the City at its option may pursue any one or more of the following remedy options:

i. Terminate this Agreement by giving Rad Dads written Notice of such termination, in which event, the Term and all right, title, and interest of Rad Dads hereunder shall end on the date specified in such notice.

ii. With or without terminating this Agreement, reenter the Premises, or any part thereof, and relet, or attempt to relet, any or all parts of the Premises by giving Rad Dads written Notice of such.

iii. Enforce the provisions of this Agreement and enforce and protect the rights of the City hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation, injunctive relief, recovery of all moneys due or to become due from Rad Dads under any provision of this Agreement, and any other damages incurred by the City by reason of Rad Dads Default under this Agreement.

iv. For any violation of the License, the City may impose any costs, fines, or fees it incurs due to such violation on Rad Dads and Rad Dads shall immediately reimburse the City for such costs, fines, or fees.

b. If the City exercises any of the remedies provided above, then Rad Dads shall surrender its use of and vacate the Premises immediately.

c. In the event of termination of this Agreement or reentry of the Premises or any part thereof, with or without terminating this Agreement, such termination or repossession shall not release Rad Dads, in whole or in part, from Rad Dads obligation to pay the Use Payment, Debt Payment, and all other sums required to be paid by Rad Dads for the full Term, and the aggregate amount of the Use Payment, Debt Payment, and all other sums required to be paid by Rad Dads during the Term shall, at the option of the City, be immediately due and payable by Rad Dads to the City, and the City shall have the right to immediate recovery of all such amounts.

d. In any such case, the City may (but shall be under no obligation to except as may be required by law) relet or grant the use and occupancy of the Premises or any part thereof, for such fees, time (which may be for a term extending beyond the Term of this Agreement), and terms as the City, in the City's sole discretion, shall determine. The City shall not be required to accept any Rad Dads offered by Rad Dads or to observe any instructions given by Rad Dads relative to such reletting or grant of use and occupancy.

e. All rights and remedies of the City under this Section shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises. The rights and remedies of the City, and the obligations and liabilities of Rad Dads, under this Section and elsewhere in this Agreement shall survive the termination of this Agreement and/or Rad Dads usage right.

22. **Default by the City**. Nothing contained in this Agreement shall be construed as limiting or precluding the recovery by Rad Dads of any sums or damages or equitable relief to which, Rad Dads may lawfully be entitled by reason of any default hereunder on the part of the City. A default by the City hereunder means its failure to abide by any term of this Agreement. If any default by the City under this Agreement shall have occurred and Rad Dads has provided the City with written Notice of such default, the City shall have thirty (30) days to cure such default following written notice from Rad Dads.

23. **Inspection**. The City shall have the right, at reasonable times during business hours to inspect all parts of the Premises. The City shall not materially interfere with or disrupt the operation of Rad Dads business in the exercise by the City of its rights under this Section and shall, at all times, observe Rad Dads reasonable security requirements.

24. **Surrender**. On the Expiration Date or earlier termination of the Term, Rad Dads shall surrender and deliver possession of the Premises in good order with all maintenance, repairs or replacements which are the obligation of Rad Dads completed, ordinary wear and tear excepted. Rad Dads shall remove from the Premises, at Rad Dads sole cost and expense, all of Rad Dads personal property. Any of Rad Dads personal property, trade fixtures, Alterations, or other contents not removed by Rad Dads upon the Expiration Date, or within ten (10) days after the earlier termination of this Agreement, shall be considered abandoned and the City may dispose of the same as it deems expedient, and Rad Dads waives all claims against the City for any damages resulting from the City's retention and disposition of such property. The City will not store any of Rad Dads personal property or any other contents. Rad Dads agrees that all structures and improvements on the Premises and all fixtures are the property of the City, shall remain on the Premise, and shall be in good usable order and condition, with allowance for reasonable wear and tear and damage by the elements, and also excepting damage arising from acts, events and conditions beyond the control of Rad Dads. The City shall have the right upon such Expiration Date or termination to enter upon and take possession of such property.

25. **Reservation of Rights.**

a. The City reserves the right to further develop or improve the Arena as it sees fits, regardless of the desires or view of Rad Dads, so long as the improvements do not encroach into the existing footprint or operations of Rad Dads.

b. The City reserves the right to adopt, from time to time, reasonable rules and regulations for the operation of the Arena which are not inconsistent with the provisions of this Agreement. Rad Dads Agents, employees, invitees, and licenses shall comply with all those rules and regulations.

26. **Signs**. Subject to any existing City obligations or additional approvals that the City is required to obtain as it relates to signage, Rad Dads shall have the right to place signs within the Premises identifying and promoting Rad Dads, provided such signs comply with the local ordinances and regulations. Rad Dads may provide to the City a digital sign to be displayed on the digital marquee located outside the Arena that faces Shoreline Drive at a frequency and at similar times provided to other ~~Rad Dads~~restaurants in ~~of~~ the Arena, but in no event shall any display of Rad Dads sign be at a lesser frequency and at times afforded any other Restaurant located in the Arena. Upon the expiration of the Term, Rad Dads shall remove all signage and shall restore and repair any damage caused by the installation or removal of such signs.

27. **Buildout ~~and Western Avenue Digital Marquee~~**. ~~Rad Dads may expand the outdoor eating venue to include an upper deck adjacent to the east side of the Arena, in close proximity to the Premises, and in a form substantially similar to that as set forth on the renderings attached as **Exhibit B**.~~ Rad Dads may expand the outdoor eating venue to include an upper deck above its current space and along the Western Avenue frontage of the arena. The City and Rad Dads shall collaboratively work together to finalize the design and scope of the outdoor expansion, including engaging a third-party consultant if needed. Rad Dads shall submit construction plans to the City for approval, which the City shall review in its ordinary course of business. If approved, the cost of the buildout, including, but not limited to all design, construction, approvals, permits, and licenses, shall be borne one hundred percent (100%) by Rad Dads. Rad Dads shall obtain all necessary governmental approvals and comply with all applicable laws, ordinances, and regulations related to the construction and use of the venue. In consideration that Rad Dads will bear the cost of the buildout, Rad Dads shall not be charged any additional Rent for the outdoor space and the outdoor space will not be factored into any future rent increases.

~~Rad Dads may install a digital marquee thereon in the area of the northwest intersection of Western Avenue and Fourth Street, subject to Rad Dads' receipt of all necessary governmental approvals. Rad Dads shall comply with all applicable laws, ordinances, regulations, and existing City obligations related to the construction and installation of a digital marquee. A rendering of the digital marquee is included in the drawings attached as Exhibit B.~~

28. **Notices**. All Notices, requests, demands, waivers, consents, and other communications required or permitted by this Agreement ("Notice") shall be in writing and shall be deemed given (a) when personally delivered to the Party to be given the Notice, (b) when sent by electronic mail ("e-mail") to the Party to be given the Notice, (c) on the third (3rd) business day following the day such Notice is deposited in a United States mailbox with postage prepaid if sent via certified mail, return receipt requested, or (d) on the day following the day such Notice is deposited in the custody of an overnight courier service. Notice to each Party shall be deemed properly addressed if sent to the following applicable address for each Party (which address for either Party may be changed by Notice given by such Party to the other Party):

As to the City: City Mayor
City Manager
933 Terrace Street
Muskegon, MI 49440

As to Rad Dads: Rad Dads' L.L.C.
Attn: Matthew Gongalski
470 W. Western Avenue
Muskegon, MI 49440
mailto:

With Copy to: Parmenter Law
Attn:
Brennen Gorman
601 Terrace Street, Suite 200
Muskegon, MI 49440
Brennen@parmenterlaw.com

With Copy to: Smith Haughey Rice & Roegge
Attn: Kevin Even
900 Third Street, Suite 204
Muskegon, MI 49440
keven@shrr.com

Each Party is solely responsible to ensure that the other's e-mail address is "whitelisted" to ensure that messages will not be caught by a spam filter or similar electronic filtering. E-mails are deemed received if they have been sent to the e-mail address provided above, even if not actually received by the other Party because of a spam filter or a technological problem beyond the sender's control. A response by one Party to any e-mail sent to the e-mail address of the other Party is conclusive proof of the functionality of the e-mail address as required under this Agreement. Each Party is solely responsible for maintaining a viable e-mail address, for regularly checking its e-mail account(s), and for managing all spam filters applied to the account(s).

29. **Waiver**. Any particular waiver by the City or Rad Dads of any covenant or condition of this Agreement shall extend to that particular case only in the manner specified and shall not be construed as applying to or in any manner waiving any further or other rights hereunder. The receipt of Use Payment by the City, with knowledge of any breach of this Agreement by Rad Dads or of any default on the part of Rad Dads in any of the conditions or covenants of this Agreement, shall not be deemed to be a waiver of any provision of this Agreement.

30. **Holding Over**. Any hold over by Rad Dads beyond the expiration of the Term shall give rise to a tenancy from month-to-month, cancellable on thirty (30) days written Notice by either Party, notwithstanding the provisions of any law or rule to the contrary. In no event shall the City be deemed to have consented to any such holdover, and the City may withhold its consent to holdover in its sole discretion; provided, however, during any such hold-over period, Rad Dads shall pay the City (i) 150% of the cumulative Use Payment last prevailing hereunder (prorated for each day Rad Dads holds over) and (ii) any other charges or costs incurred during the hold-over period for which Rad Dads is responsible under this Agreement (prorated for each day Rad Dads holds over) and (iii) any other damages incurred by the City directly resulting from the holdover, including, without limitation, attorney fees.

31. **Governing Law**. The City and Rad Dads hereby agree that this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Michigan without giving reference to principles of conflict of laws. The state courts of the State of Michigan shall have jurisdiction to hear and determine any dispute among the Parties pertaining directly or indirectly to this Agreement or any matter arising therefrom, and Rad Dads expressly consents and submits in advance to such jurisdiction in any action or proceeding commenced in such courts by either Party hereto. The Parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

32. **Miscellaneous**.

a. The headings preceding each section of this Agreement are for convenience of reference only and shall not affect the construction or meaning of the provisions hereof.

b. If any part of this Agreement is found to be invalid or unenforceable, it shall not affect any remaining portion of this Agreement, which shall continue to be in full force and effect and be severable from any invalid provision.

c. This Agreement, including any exhibits hereto, constitutes the entire agreement between the Parties and shall supersede any other agreements, written or oral, dated prior to the execution of this Agreement. No provision of this Agreement may be waived, changed, cancelled, modified or discharged orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, cancellation, modification or discharge is sought. This Agreement represents the entire agreement between the Parties, and fully and completely sets forth all terms and conditions of the transactions embodied in this Agreement.

d. Except as otherwise provided above, neither Party shall be liable to the other Party for any loss, injury, delay, damage, or other casualties suffered or incurred by a Party due to any force majeure event beyond the reasonable control of that Party except for Losses, damages, and costs arising from a Party's failure to satisfy its monetary obligations under this Agreement. Notwithstanding the foregoing, nothing in this Section and no force majeure event shall be deemed to delay or excuse or otherwise relieve Rad Dads from any liability for the timely payment of any Rent or other sum owed by Rad Dads under the terms of this Agreement unless Rad Dads s unable to perform its obligations due to a pandemic such as the COVID 19 pandemic (or similar pandemic) which led to government shutdown of public establishments.

e. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.

f. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective legal Representatives, permitted successors and assigns.

g. Rad Dads hereby represents and warrants that neither Rad Dads, nor any persons or entities holding any legal or beneficial interest whatsoever in Rad Dads, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President of OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named in the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at

any time during the Term, a default will be deemed to have occurred, without the necessity of Notice to Rad Dads.

h. This Agreement shall be governed by the internal laws of the State of Michigan, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

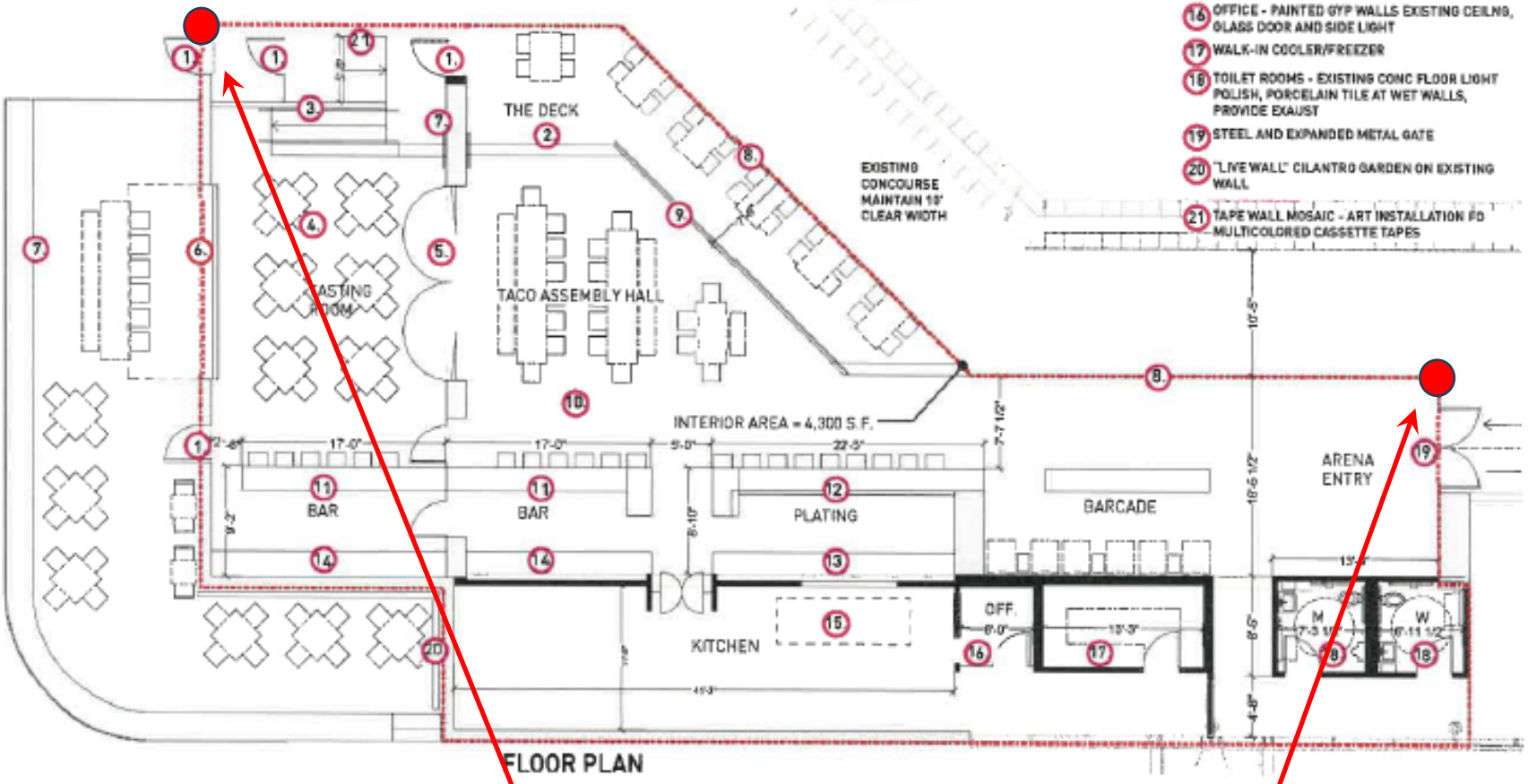
The City – City of Muskegon	**Rad Dads – Rad Dads' L.L.C.**
By: _____	By: _____
Name: _____	Name: Matthew Gongalski
Title: _____	Title: Authorized Member

DRAFT

Exhibit A

Rad Dads' Space

1. BLACK ANODIZED ALUMINUM AND GLASS ENTRY DOOR MEDIUM STILES, 3'-0"W X 7'-4"H
2. DARK GREY COMPOSITE DECKING (TREX) ON NON-COMB FRAMING. 10" HIGH ABOVE CONCOURSE WITH BLACKENED STEEL EDGE PLATE AND DECORATIVE LED LIGHTING BELOW.
3. BLACKENED STEEL EXPANDED MESH IN STEEL FRAME. FROM DECK TO UNDERSIDE OF ROOF ~10'-0"H X 12'-6" LONG. GLASS VESTIBULE BEHIND AT ENTRY.
4. TASTING ROOM-LIGHT GRIND EXISTING FLOOR, EXPOSED CONC. CEILING, CORRUGATED METAL WALL PANEL SOUTH WALL
5. CUSTOM STEEL AND GLASS DOORS IN 9'-4"H X 16'-0" L OPENING.
6. OPTION A-FOLDING "HANGAR" STYLE DOOR WITH GLASS OPTION B-GLASS AND ALUMINUM OH SECTIONAL DOOR. 9'-4"H X 16'-0" L
7. EXISTING BRICK VENEER WALL. CLEAN AND POINT AS NECESSARY
8. BLACKENED STEEL EXPANDED MESH IN STEEL FRAME MOUNTED ON DECK 48" HIGH 90' LONG
9. BLACKENED STEEL HANDRAIL 2"X 2" SQUARE TUBING ON POSTS 6'-0" O.C. MOUNTED TO DECK
10. TACO ASSEMBLY HALL- CLEAN AND POLISH EXISTING TERRAZZO FLOOR, CORRUGATED METAL WALL PANEL SOUTH AND EAST WALL, "POLAROID" LED CHANDELIER
11. FRONT BAR- BLACK STAINED CONCRETE TOP, CEMENT BD FRONT WITH STEEL FOOT REST/BASE AND LED ACCENT LIGHTING
12. FRONT BAR- BLACK STAINED CONCRETE TOP, CEMENT BD FRONT WITH STEEL FOOT REST/BASE AND LED ACCENT LIGHTING AND 18" HIGH GLASS SNEEZE GUARD
13. SS FOOD PREP COUNTER, 3'X10' PASS THRU OPENING IN BACK WALL
14. SS BACK COUNTER, EXPANDED METAL MESH LIQUOR DISPLAY SHELVING WITH ACCENT LIGHTS
15. EXHAUST HOOD AND FAN COORDINATE WITH FOOD SERVICE EQUIPMENT
16. OFFICE - PAINTED GYP WALLS EXISTING CEILING, GLASS DOOR AND SIDE LIGHT
17. WALK-IN COOLER/FREEZER
18. TOILET ROOMS - EXISTING CONC FLOOR LIGHT POLISH, PORCELAIN TILE AT WET WALLS, PROVIDE EXAUST
19. STEEL AND EXPANDED METAL GATE
20. "LIVE WALL" CILANTRO GARDEN ON EXISTING WALL
21. TAPE WALL MOSAIC - ART INSTALLATION FO MULTICOLORED CASSETTE TAPES



FLOOR PLAN

~~**Exhibit B**~~

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** Nelson House Purchase Offers
Submitted by: Jamie Pesch, Planner	**Department:** Planning

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.

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 discussion of these offers at the June 23, 2026 City Commission meeting, the Commission requested that staff and the realtor obtain "highest and best" offers from each of the interested parties. All four parties again submitted offers, three of which were revised, and after evaluation of each offer, staff is requesting that the City Commission endorse the recommendation of staff and authorize the realtor and City staff to negotiate and execute a sales agreement for the Nelson House with Tobin Bailey and Jesus G. Paz-Soto.

Goal/Action Item:
2027 Goal 2: Economic Development Housing and Business - Diverse housing types

Is this a repeat item?:
Explain what change has been made to justify bringing it back to Commission:

Amount Requested:
N/A

Budgeted Item:

Yes		No		N/A	X	

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

Budget Amendment Needed:

Yes		No		N/A	X	

Recommended Motion:

I move to endorse the recommendation of staff and authorize the realtor and City staff to negotiate and execute a purchase agreement for the Nelson House with Tobin Bailey and Jesus G. Paz-Soto.

Approvals:

Immediate Division Head	X	

Name the Policy/Ordinance Followed:
N/A

Information Technology		
Other Division Heads		
Communication		
Legal Review		

Staff summary of Nelson House offers received:

Offer 1: Bailey and Paz-Soto (staff recommendation)

This cash offer was increased to $151,550 – with an escalation clause up to $165,000 – the second highest of all offers received. A buyer's agent was used, so the sale will come with a 6% commission. The estimated renovation costs have not changed from the previously stated $392,695 (with more put toward the purchase price), and the project budget remains in the $500,000 to $600,000 range. Estimates are included for electrical, HVAC, plumbing, and utilities. The buyers also note that they have done complete renovations on two properties in the past. Staff feels that this is the most complete offer with contractor quotes, a clear timeline with little delay to the start of improvements, and prioritization of work that will result in earlier issuance of a certificate of occupancy.

Offer 2: Pavlik

This cash offer was increased to $175,000, the highest of all offers received. The listing agent wrote the offer with the buyer, so the commission will be reduced from 6% to 5%. The renovation costs were previously estimated to be $255,000, and submitted documents now include an overall project budget of $500,000 to $700,000, though no new documentation was provided explaining this increase. Estimates do not appear to be based on contractors' quotes, and staff confirmed with the listing agent that the applicant did not walk through the house with contractors. The renovation budget heavily favors exterior improvements, but staff is concerned that the itemized breakdown of costs list essential interior improvements (plumbing, electrical, HVAC) at considerably lower costs when compared to the contractor quotes provided with staff's recommended offer.

Offer 3: Hill and Vorpagel

This offer was updated shortly before the 6/23 meeting (with printed copies of documents shared at that meeting) noting the switch to a conventional 30-year mortgage. The purchase price remains the same at $150,000 but is now a cash offer. The total renovation budget is unchanged at $200,000. Quoted renovation work came in at $195,000, but is missing a number of items that would be needed to allow for occupancy; staff is concerned that the limited budget would not allow for that work to be completed.

Offer 4: Dietz

This offer has not changed since the 6/23 meeting, so no new/additional documentation is provided. The purchase price remains at $150,000. The estimated renovation costs remain at $500,000, but aside from a thorough explanation of the renovation plan, no specific estimates or quotes are provided.

Agent who wrote:	Buyers name(s)	Type of financing	Offer price	Estimated Cost of Renovations	Estimated COO	EMD Amount	Closing date	Inspection waived?	Contingent?	Notes
Eric Ratkiewicz/Medendorp	Tobin Bailey & Jesus G Paz-Soto	Cash	$165,000 w/escalation	$392K w/500-600K budget	1 year	$7,500	7/24/26	Yes	No	$151,550 base price offer with escalation clause up to $165,000.
Tim Updyke	Tyler Pavlik	Cash	$175,000	$255K* w/500-700K budget	1 year	$2,000	7/28/26	Yes	No	*Original estimated cost of renovation. 5% commission total (write without buyers agent).
Taylor Fortenbacher	Jake Hill & Andrew Vorpagel	Cash/reno loan	$150,000	$200K max budget	1 year	$1,500	9/17/26	No 14 days	No	Construction loan for renovations, quote came in at $195K but missing a lot of items per buyers agent.
Tim Updyke	Geoffrey Dietz	Conventional/reno	$150,000	$500K	1 year	$10,000	7/9/26	Yes	No	No changes in offer.

Nelson House Purchase Offer 1

Tobin Bailey and Jesus G. Paz-Soto

MICHIGAN REGIONAL PURCHASE AGREEMENT

#_____

DATE: 06/29/2026 , _____ (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 ☑ 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.)
☑ 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#: 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 $ 151,550
one hundred fifty-one thousand five hundred fifty 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.

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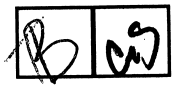
Buyer's Initials  Seller's Initials

☐ 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:_____

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

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: ____

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 07/24/2026. 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

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.

This offer includes an escalation clause, Buyers willing to escalate their offer price $1,500 above the next highest offer not to exceed $165,000. Should this offer to be selected as the winning bid & escalation clause be used, seller to provide buyer with verification of the 2nd place offer.

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 8 pm (time) on 07/15/2026 (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~~ receipt of a copy of this offer.

Buyer 1 Address _____ X _____ 6/29/26 **Buyer**

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

Buyer 2 Address _____ X _____ 6/29/26 **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:

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): _____

®Copyright, Michigan Regional Forms Committee

ESCALATION CLAUSE ADDENDUM
WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

This Addendum is attached and made a part of the Purchase Agreement dated 06/29/2026
covering the property at 382 W Muskegon Ave, Muskegon, MI 49440

In the event that Seller receives one or more bona fide, good-faith, competing offers to purchase the Property at a price higher than the price contained in Buyer's offer, then Buyer will pay $ 1,500 above the highest bona fide offer, less any seller-paid closing costs or concessions, up to a maximum Purchase Price of $ 165,000. Buyer agrees if any of the competing offers include an escalation clause, then any increase in price in a competing offer will cause Buyer's offer to escalate as set forth in the preceding sentence.

If this escalation provision is invoked, Seller agrees to provide a copy of the highest offer and proof of funds or prequalification letter to Buyer to justify the escalated Purchase Price.

Buyer's Signature & Date: 6/29/26

Buyer's Signature & Date: 6/29/26

Seller's response:

☐ The offer is accepted. Pursuant to offer and the above escalation clause, if applicable, the Purchase Price is $_____. This information is provided for clarity and shall not be considered a counteroffer, so long as all terms of this addendum are met.

☐ The offer is not accepted, and Seller has proposed a counteroffer. The terms of this escalation clause are null and void.

Seller's Signature & Date:

Seller's Signature & Date:

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Amp Electric Heating & Air
5200 Short Street
Muskegon, MI 49444
(231) 788-1988

BILL TO
Tobin Bailey
382 West Muskegon Avenue
Muskegon, MI 49440 USA

ESTIMATE	ESTIMATE DATE
71187095	May 11, 2026

JOB ADDRESS
Tobin Bailey
382 West Muskegon Avenue
Muskegon, MI 49440 USA

Job: 11344

ESTIMATE DETAILS

Electrical Estimate: Subject to change

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
1	**Electrical Service Upgrade – 200 Amp** Upgrade your home's electrical service to meet current National Electrical Code requirements, improve safety, and support today's electrical demands.**Includes:** • Exterior emergency disconnect switch • Whole-home power surge protection • 40-space breaker panel • Mast and service wiring • Grounding and bonding systems • Properly sized circuit breakers • All labor, materials, and required inspections are included *Configurable Options – Default Assumptions* • Outside meter location assumed to remain in the same location (relocation if required is additional) • Inside breaker panel assumed to remain in the same location (relocation if required is additional) • Service mast type: PVC mast up assumed (alternate mast types may apply) • Bottom of service: PVC down assumed (alternate raceway types may apply)	1.00	$4,570.00	$4,570.00

2	Electrical Custom Project - subject to change - walkthrough room by room design required to narrow cost Basement, Main Floor, and Upstairs Electrical Custom to Owners Design Assumed	1.00	$45,160.00	$45,160.00
3	**Electrical Permit Notice** Electrical permits are *non-refundable* once issued by the local city or township. If a job is canceled after the permit is purchased, *the permit cost will still apply*. Thanks for understanding!	1.00	$185.00	$185.00

SUB-TOTAL	$49,915.00
TAX	$0.00
TOTAL	$49,915.00

Thank you for choosing Amp Electric Heating & Air

CUSTOMER AUTHORIZATION

Estimate Approval & Authorization to Proceed

By signing below, I approve the scope of work and price shown above and authorize Amp Electric Heating & Air to proceed. This estimate is based on our initial evaluation of the project. I understand that additional work or materials requested by me during the job may result in additional charges, and that on occasion unforeseen conditions may be discovered, which will be brought to my attention and could result in changes. Significant changes will be discussed before work continues.

Michigan Right to Cancel Notice: Michigan law provides a Three (3) Business Day Right to Cancel certain home service transactions initiated at the customer's residence. By signing this estimate, I acknowledge receipt of this notice. If I am requesting that work begin before the three-day cancellation period expires, I understand that by doing so I am voluntarily waiving my right to cancel once work has started. This request is made knowingly and without pressure.

By signing electronically, I acknowledge that I have read and agreed to the Terms and Conditions at www.ampelectrichvac.com/terms

Licenses: Electrical #6112567 | Mechanical #7113664

Sign here Date

Amp Electric Heating & Air
5200 Short Street
Muskegon, MI 49444
(231) 788-1988

BILL TO
Tobin Bailey
382 West Muskegon Avenue
Muskegon, MI 49440 USA

ESTIMATE	ESTIMATE DATE
71184661	May 11, 2026

JOB ADDRESS
Tobin Bailey
382 West Muskegon Avenue
Muskegon, MI 49440 USA

Job: 11344

ESTIMATE DETAILS

Hvac: - Basement Duct, Furnace, & A/C
- Upstairs A/C

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
1	**Upstairs - New Bryant Air Conditioner Installation** Bryant Legacy Air Conditioner Features: • 1 stage/speed air conditioner • Full capacity On/Off • 14 Seer2 rated Includes all necessary materials, labor, and full warranty coverage. **Bryant Warranty Information:** • 10-year limited parts warranty • 10-year limited compressor warranty	1.00	$5,190.00	$5,190.00
2	**Main Floor Furnace** We install an upgraded Bryant Preferred, 97% efficient, 120,000 BTU, 5.5 Ton, 2-stage gas furnace—a high-efficiency upgrade that keeps your home toasty while using less energy and delivering smoother, quieter comfort. • Two-stage operation means the furnace adjusts its output based on demand—*running on low most of the time for steady, even heat and kicking into high only when needed.* The result?	1.00	$5,590.00	$5,590.00

Fewer temperature swings and lower energy bills.
- Bryant is a trusted name in heating, known for quality craftsmanship and long-term reliability. It's a great choice when you want dependable performance without the drama.
- We modify the venting as needed to meet current code and ensure everything's running safely and efficiently.
- We reconnect your thermostat, ductwork, gas line, electrical, and control wiring—everything back where it belongs.
- We complete a full start-up and safety check to make sure your new system is ready for years of cozy evenings ahead.
- Includes all necessary materials, labor, and warranty coverage —heat done right, the Amp way.

Bryant Furnace Warranty Info:

- 10-year limited parts warranty
- Lifetime heat exchanger warranty for the original homeowner
- No need to worry about registration—we handle it for you.
- Just keep up with regular maintenance and follow Bryant's guidelines to stay covered.

3	**Main Floor - New Bryant Air Conditioner Installation** Bryant **Preferred** Air Conditioner Features: • 2 stage/speed air conditioner • Varies from half to full capacity • Saving money when at half capacity • 23% less power used than the 1 speed model • **18 Seer2** rated Includes all necessary materials, labor, and full warranty coverage. **Bryant Warranty Information:** • 10-year limited parts warranty • 10-year limited compressor warranty	1.00	$7,050.00	$7,050.00
4	Basement Duct Project	1.00	$18,470.00	$18,470.00
5	**Mechanical Permit Notice** Mechanical permits are *non-refundable* once issued by the local city or township. If a job is canceled after the permit is purchased, *the permit cost will still apply*. Thanks for understanding!	1.00	$185.00	$185.00
6	**Main Floor AC power** - install up to a 50a circuit to a/c unit - install outdoor safety switch - install waterproof flexible connection - install 120v gfci (if required)	1.00	$850.00	$850.00
7	**Upstairs A/C Power** - install up to a 30a a/c circuit - install outdoor safety switch - install waterproof flexible connection	1.00	$660.00	$660.00

	- install 120v gfci (if required)			
8	**Electrical Permit Notice** Electrical permits are *non-refundable* once issued by the local city or township. If a job is canceled after the permit is purchased, *the permit cost will still apply*. Thanks for understanding!	1.00	$185.00	$185.00

SUB-TOTAL	$38,180.00
TAX	$0.00
TOTAL	$38,180.00

Thank you for choosing Amp Electric Heating & Air

CUSTOMER AUTHORIZATION

Estimate Approval & Authorization to Proceed

By signing below, I approve the scope of work and price shown above and authorize Amp Electric Heating & Air to proceed. This estimate is based on our initial evaluation of the project. I understand that additional work or materials requested by me during the job may result in additional charges, and that on occasion unforeseen conditions may be discovered, which will be brought to my attention and could result in changes. Significant changes will be discussed before work continues.

Michigan Right to Cancel Notice: Michigan law provides a Three (3) Business Day Right to Cancel certain home service transactions initiated at the customer's residence. By signing this estimate, I acknowledge receipt of this notice. If I am requesting that work begin before the three-day cancellation period expires, I understand that by doing so I am voluntarily waiving my right to cancel once work has started. This request is made knowingly and without pressure.

By signing electronically, I acknowledge that I have read and agreed to the Terms and Conditions at www.ampelectrichvac.com/terms

Licenses: Electrical #6112567 | Mechanical #7113664

Sign here Date

MEDENDORP REAL ESTATE GROUP

Eric Ratkiewicz <eric@sellmuskegon.com>

382 W. Muskegon Ave.

1 message

Tobin Bailey, Jr. <TobinB@ilovefullcircle.com> Tue, Jun 23, 2026 at 12:35 PM
To: "eric@sellmuskegon.com" <eric@sellmuskegon.com>

Hi Eric,

Thanks for the call earlier today! We are excited by the prospect of moving forward with this extensive renovation and we have put together a loose budget outlined below. We intend to start immediately with installation of the required electric panel/service and inspection as a first step as well as prep for the water/sewer connection process with the City of Muskegon. We also plan to get the broken window panes repaired so the plywood can be removed as well as install a back door as quickly as possible for security purposes. Additionally, we will begin to plan initial landscaping to get ornamental trees planted this season.

House Purchase Price - $150,000.00

Electric - $49,915.00 (estimate attached)

HVAC - $38,180.00 (estimate attached)

Plumbing - $50,000.00 (estimate via phone, awaiting confirmation)

Water/Sewer Connection - $3,000.00 (Mike Hannon, City of Muskegon)

Electric Connection - $1,500.00 (possibly waived, Tyler Lee, Consumers Energy)

Gas Connection - $1,500.00 (estimate not received, DTE)

Kitchen Reno - $40,000.00

Batch Reno (4 at $15,000) - $60,000.00

Total: $392,695.00

Initial Budget $500,000.00 - $600,000.00

I hope this helps and let me know if you have any further questions.

Enjoy your day!

Tobin

Tobin Bailey, Jr.
VP, Sales - West

o: 503-482-2226
c: 503-719-6186
iLoveFullCircle.com

2 attachments

HVAC Estimate - Amp.pdf
110K

Electric - Amp.pdf
104K

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS # 26013978 Date: 06/23/2026 (time)

Selling Office Five Star Real Estate, REALTOR® Phone 231-215-3242 Fax _____

Listing Office Medendorp Real Estate Group, REALTOR® Phone 231-777-7355 Fax _____

1. Addendum # 1 to Purchase Agreement dated _____ covering property at
382 W Muskegon Avenue, Muskegon, MI 49440

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

Buyer plans to begin renovations promptly after closing.

Initial priorities include plumbing, electrical, and necessary landscaping.

Preliminary estimates are approximately $50,000 each for electrical, plumbing, and HVAC, as supported by attached documents also including email pdf with other estimates.

Buyer anticipates project completion within approximately one year, subject to contractor availability, permitting, and unforeseen conditions.

Total estimated renovation cost: approximately $392,695 w/ initial budget within $500,000.00 - $600,000.00.

3. The ☐ Seller ☐ Buyer (check one) gives the above-named REALTOR® _____ days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Date _____ David Medendorp dotloop verified 06/23/26 2:04 PM EDT 5DGZ-NBDK-N1QN-W7CA

Witness _____ 6/23/26

6/23/26 Buyer

6/23/26 Buyer
(Note: Please sign as you wish your name to appear on final papers.)

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

Date _____

Witness _____

_____ Seller
(Note: Please sign as you wish your name to appear on final papers.)

X _____ Seller
(Note: Please sign as you wish your name to appear on final papers.)

©West Michigan REALTOR® Boards, 2005
Form #23 Rev. Date 1/2002

dotloop signature verification:

West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 1/15

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

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.)

	Yes	No	Unknown	Not Available
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	☐	☑	☐	☐

	Yes	No	Unknown	Not Available
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):

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 ☑ no ☐
   If yes, please explain: New basement and foundation, house has since been secured from the elements and no further water noted
2. **Insulation:** Describe, if known:
   Urea Formaldehyde foam insulation (UFFI) is installed? unknown ☐ yes ☐ no ☑
3. **Roof:** Leaks? yes ☐ no ☑
   Approximate age, if known:
4. **Well:** Type of well (depth/diameter, age and repair history, if known):
   Has the water been tested? yes ☐ no ☐
   If yes, date of last report/results:
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 ☑
    If yes, please explain:
11. **Flood Insurance:** Do you have flood insurance on the property? unknown ☐ yes ☐ no ☑
12. **Mineral Rights:** Do you own the mineral rights? unknown ☐ yes ☐ no ☑

Buyer's Initial [illegible] Seller's Initials [illegible]

dotloop signature verification:

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 John Eichhorn Date 04/02/2026

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date Jun 2, 2026 Time _____

Buyer _____ Date Jun 2, 2026 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.

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dotloop signature verification:

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):**

JE

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.

JE

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 Eichelen

Date: 04/06/2026 Seller: _____

II. Agent's Acknowledgment (initial):

TW 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 Uptegrove

III. Purchaser's Acknowledgment (initial):

CJS (a) Purchaser has received copies of all information listed above.

CJS (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home.*

CJS (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: June 2, 2026 Purchaser: _____

Date: June 2, 2026 Purchaser: _____

Form #158 / Rev. Date 2/15

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 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:

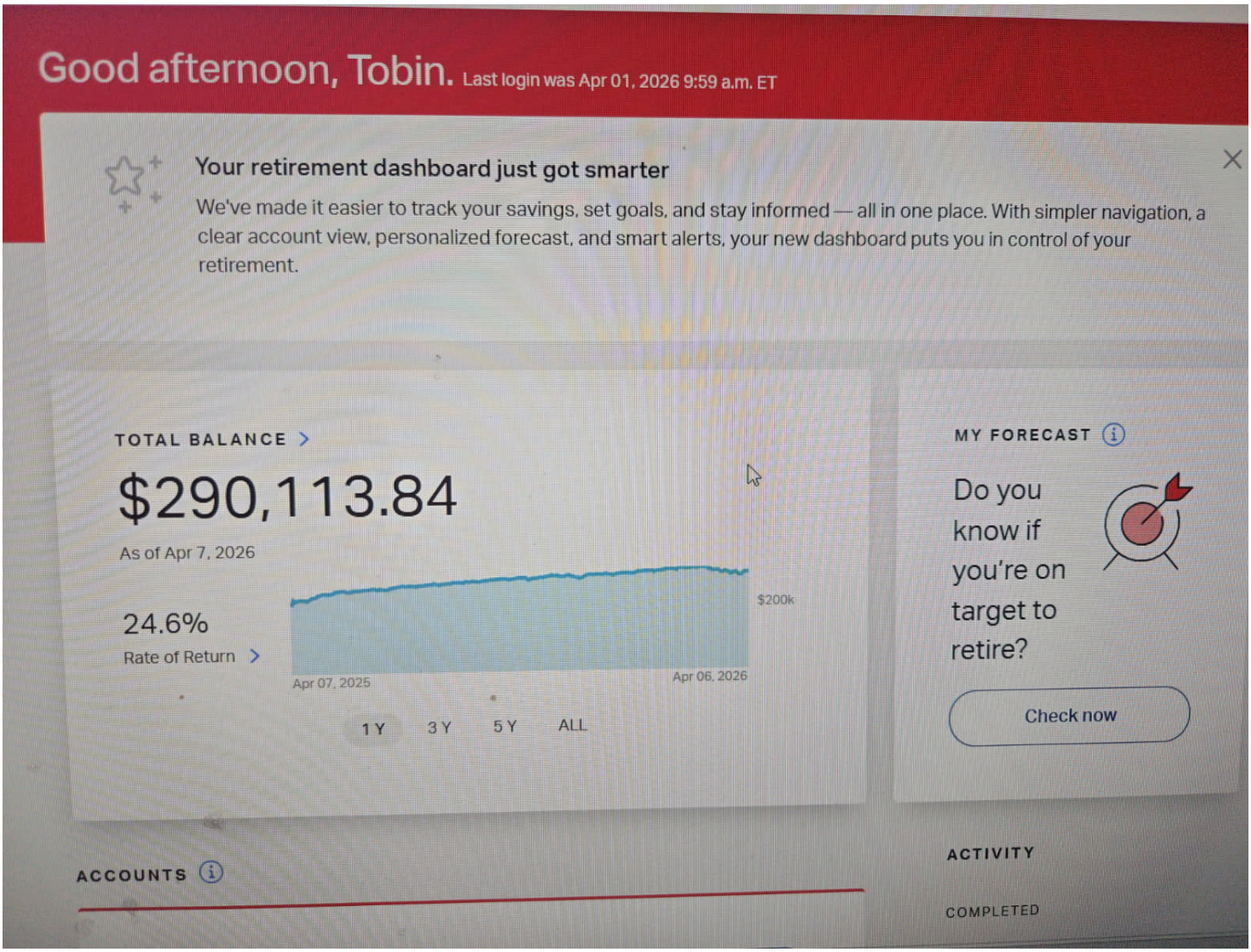
- Complete replacement of all existing electric systems (estimated obtained)
- Complete replacement of all existing plumbing infrastructure (estimate obtained)
- Installation of all new, efficient HVAC systems (2) (estimate obtained)
- Connection to public utilities (power, gas, water, sewer, Internet) (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

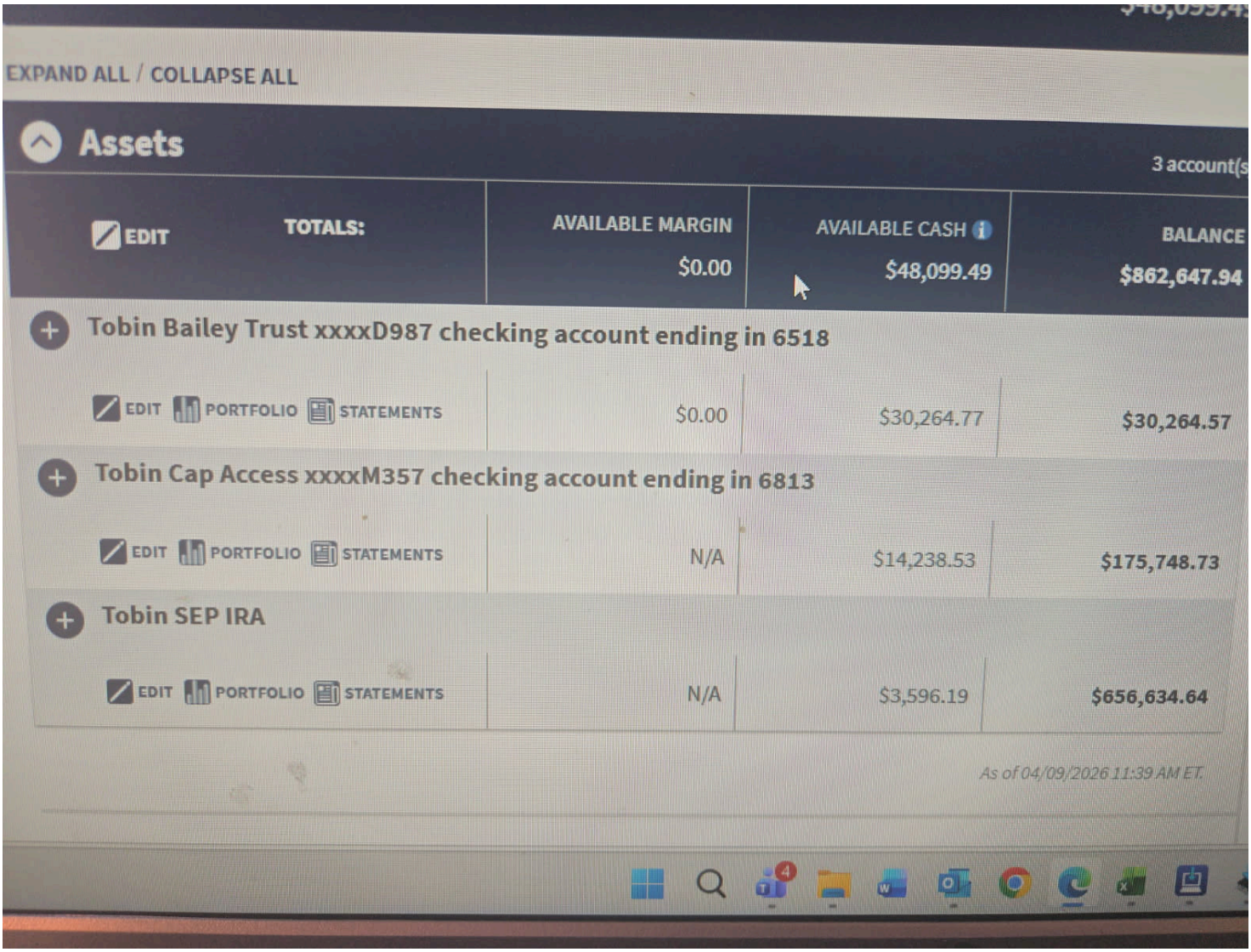
We are planning on submitting an offer for the full list price of the property prior to the deadline. Reflecting on the substantial downtown Muskegon revitalization over the past 10-15 years, and the ongoing efforts, we want to be active participants in these efforts. We are passionate about the revitalization 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
$200k
Apr 07, 2025
Apr 06, 2026
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
$0.00
AVAILABLE CASH
$48,099.49
BALANCE
$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

dotloop signature verification: dtlp.us/TXcv-T9gg-ci6q

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	Medendorp Real Estate Group Lakeshore
Listing Broker	Buyer's Broker
By: _____	By: David Medendorp dotloop verified 06/08/26 8:27 AM EDT DWHZ-EOUR-O3HN-2MIA
Authorized Signatory	Authorized Signatory

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Nelson House Purchase Offer 2

Tyler Pavlik

dotloop signature verification: dtlp.us/05Vc-gcB7-gdGc

MICHIGAN REGIONAL PURCHASE AGREEMENT

#:

DATE: 06/29/2026 , (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 $ 175,000
   one hundred seventy-five 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.

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Buyer's Initials: TP 06/29/26 8:56 PM EDT dotloop verified

Seller's Initials:

dotloop signature verification: dtlp.us/05Vc-gcB7-gdGc

☐ 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: _____

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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

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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: _____

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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 07/28/2026. 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

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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

Sellers commission reduced to 5% total (no buyers agent)

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 07/17/2026 (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 Tyler Pawlik dotloop verified 06/29/26 8:56 PM EDT 0WOC-GFJU-7MUX-SSZS **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:

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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): _____

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Nelson Mansion Purchase & Redevelopment Proposal

Purchase Offer

Purchase Price: $175,000

Redevelopment Timeline

Closing (Within 30 Days of Award)

• Complete purchase and secure insurance.

• Finalize architectural and engineering review.

• Obtain all necessary permits and schedule contractors.

Months 1–3

• Complete all roof, eaves, and exterior woodwork restoration.

• Begin exterior painting while preserving the home's historic character.

• Install fencing around the property.

• Complete landscaping and enhance the property's curb appeal.

Months 4–6

• Complete plumbing, electrical, HVAC, and insulation.

• Restore or replace windows as needed.

• Complete exterior finishes.

Months 7–9

• Install drywall, flooring, cabinetry, tile, trim, lighting, and paint.

• Complete kitchens and bathrooms.

Months 10–12

• Furnish the residence.

• Complete all final inspections and obtain certificates of occupancy.

Project Vision

The Nelson Mansion will be thoughtfully restored as a premier historic residence, preserving its architectural character while incorporating modern updates that ensure its long-term sustainability.

This property will serve as an owner-occupied residence, demonstrating my long-term commitment to preserving and caring for this historic home.

This redevelopment will represent a **total private investment of approximately $500,000–$700,000**, demonstrating a significant commitment to the preservation of one of Muskegon's historic landmarks.

The completed restoration will enhance the surrounding neighborhood, encourage continued investment in the community, strengthen the city's tax base, and preserve an important piece of Muskegon's architectural history for future generations.

As a local business owner and investor with an established presence in Muskegon, I am committed to completing this redevelopment on schedule and restoring the Nelson Mansion to a standard that reflects both its historic significance and the City's vision for its future.

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West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 1/15

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

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.)

	Yes	No	Unknown	Not Available
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	☐	☑	☐	☐

	Yes	No	Unknown	Not Available
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):

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 ☑ no ☐
   If yes, please explain: New basement and foundation, house has since been secured from the elements and no further water noted
2. **Insulation:** Describe, if known:
   Urea Formaldehyde foam insulation (UFFI) is installed? unknown ☐ yes ☐ no ☑
3. **Roof:** Leaks? yes ☐ no ☑
   Approximate age, if known:
4. **Well:** Type of well (depth/diameter, age and repair history, if known):
   Has the water been tested? yes ☐ no ☐
   If yes, date of last report/results:
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 ☑
    If yes, please explain:
11. **Flood Insurance:** Do you have flood insurance on the property? unknown ☐ yes ☐ no ☑
12. **Mineral Rights:** Do you own the mineral rights? unknown ☐ yes ☐ no ☑

Buyer's Initial 06/11/26 8:00 PM EDT dotloop verified

Seller's Initials 04/02/26 10:18 AM EDT dotloop verified

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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 Eckholm dotloop verified 04/02/26 10:18 AM EDT ISHZ-UAZ2-J1UG-2BSF Date 04/02/2026

Buyer has read and acknowledges receipt of this statement.

Buyer Tyler Pavlik dotloop verified 06/11/26 8:00 PM EDT CUTC-Q1HC-ZTTU-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.

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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):**

JE 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.

JE 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 Eckholm dotloop verified 04/02/26 10:18 AM EDT HWJ3-HQLA-PMFW-4SXQ

Date: 04/06/2026 Seller: _____

II. Agent's Acknowledgment (initial):

TV 03/31/26 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 dotloop verified 03/31/26 12:34 PM EDT SCQX-1WSQ-H2NU-4CTA

III. Purchaser's Acknowledgment (initial):

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

Date: _____ Purchaser: Tyler Pavlik dotloop verified 06/11/26 8:00 PM EDT AM4D-98KV-HT6G-ZYUS

Date: _____ Purchaser: _____

Form #158 / Rev. Date 2/15

$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 Offer 3

Andrew Vorpagel and Jake Hill

Michigan First
MORTGAGE
A division of Michigan First Credit Union

Date: 06/22/2026
To: Whom It May Concern
Re: Pre-Approval for Andrew Vorpagel and Jacqueline Hill

Andrew Vorpagel 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 Vorpagel 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 Conventional 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 07/22/2026.

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

dotloop signature verification: dtlp.us/5yMb-sEV1-oEIN

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS #26013978 Date: 06/22/2026 (time)

Selling Office Coldwell Banker Woodland Schmidt Muskegon, REALTOR® Phone 6168437592 Email taylor.fortenbacher@cbgreatlakes.com

Listing Office Five Star Real Estate, REALTOR® Phone 2312153242 Email timupdykerealty@gmail.com

1. Addendum # _____ to Purchase Agreement dated 06/10/2026 covering property at

382 W Muskegon Ave, Muskegon, MI 49440

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

Loan product to be switched to a 30 year construction loan. The sale of 557 Ferris St. Kalamazoo, MI 49048 will take place no later than 7/3/2026.

3. The ☐ Seller ☐ Buyer (check one) gives the above-named REALTOR® _____ days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Date _____

X Andrew Vorpagel dotloop verified 06/22/26 5:01 PM EDT KZRD-EIY0-KT1W-YMOL Buyer
(Note: Please sign as you wish your name to appear on final papers.)

X Jacqueline Hill dotloop verified 06/22/26 11:06 PM EDT ZHEO-TEXF-4TS5-S4PF Buyer
(Note: Please sign as you wish your name to appear on final papers.)

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

Date _____

X _____ Seller
(Note: Please sign as you wish your name to appear on final papers.)

X _____ Seller
(Note: Please sign as you wish your name to appear on final papers.)

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Rev 7/2020

dotloop signature verification: dtlp.us/Zmy5-2UxA-DWz6

West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 1/15

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

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.)

	Yes	No	Unknown	Not Available
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	☐	☑	☐	☐

	Yes	No	Unknown	Not Available
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):

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 ☑ no ☐
   If yes, please explain: New basement and foundation, house has since been secured from the elements and no further water noted
2. **Insulation:** Describe, if known:
   Urea Formaldehyde foam insulation (UFFI) is installed? unknown ☐ yes ☐ no ☑
3. **Roof:** Leaks? yes ☐ no ☑
   Approximate age, if known:
4. **Well:** Type of well (depth/diameter, age and repair history, if known):
   Has the water been tested? yes ☐ no ☐
   If yes, date of last report/results:
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 ☑
    If yes, please explain:
11. **Flood Insurance:** Do you have flood insurance on the property? unknown ☐ yes ☐ no ☑
12. **Mineral Rights:** Do you own the mineral rights? unknown ☐ yes ☐ no ☑

Buyer's Initial GH 06/10/26 4:09 PM EDT dotloop verified; AV 06/10/26 4:02 PM EDT dotloop verified

Seller's Initials JE 06/02/26 10:18 AM EDT dotloop verified

dotloop signature verification: dtlp.us/Zmy5-2UxA-DWz6

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 Eckholm dotloop verified 04/02/26 10:18 AM EDT ISHZ-UAZ2-J1UG-2BSF Date 04/02/2026

Buyer has read and acknowledges receipt of this statement.

Buyer Andrew Vorpagel dotloop verified 06/10/26 4:02 PM EDT ZEN4-BUUO-1DSD-8I9Z 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.

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dotloop signature verification: dtlp.us/IxPV-AIw8-SlvC

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):**

JE 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.

JE 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 Eckholm dotloop verified 04/02/26 10:18 AM EDT HWJ3-HQLA-PMFW-4SXQ

Date: 04/06/2026 Seller: _____

II. Agent's Acknowledgment (initial):

TK 03/31/26 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 dotloop verified 03/31/26 12:34 PM EDT 5CQX-1WSQ-H2NU-4CTA

III. Purchaser's Acknowledgment (initial):

AV JH 06/10/26 4:02 PM EDT dotloop verified 06/10/26 4:09 PM EDT dotloop verified

(a) Purchaser has received copies of all information listed above.

JH AV 06/10/26 4:09 PM EDT dotloop verified 06/10/26 4:02 PM EDT dotloop verified

(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: Jacqueline Hill dotloop verified 06/10/26 4:09 PM EDT TBNA-VLZJ-UFOC-VT9J

Date: _____ Purchaser: Andrew Vorpagel dotloop verified 06/10/26 4:02 PM EDT 1QI3-THY4-1LYB-X4T6

Form #158 / Rev. Date 2/15

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 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.

3330 W LEHMAN RD DEWITT MI 48820
www.hubbleconstructionandrestoration.com
PH: 855.482.2536 FAX: 517.483.2831

QUOTE #: 260443 **SUBMITTED: 6/29/26**

JOB NAME: 382 W Muskegon Ave

ESTIMATOR: Caleb Hubble, Project Manager, Chief Estimator (855)482-2831
chubble@hubbleconstruction.com

SUBMITTED TO:

Andrew Vorpagel
616-848-6395
andrewvorp@gmail.com

REFERENCE:

Partial Home Renovation

DESCRIPTION	AMT	TOTAL
Kitchen (Partial)		
- Bailey town cabinets - Drywall, not to extend beyond kitchen - No flooring, no paint, no appliances, no trim, no doors - Limited selection tops, sink and fixtures		
One Bathroom		
- Vinyl floor - Fiberglass tub/shower combo - Drywall - No paint - Limited selection toilet, shower/tub combo, floor, vanity and fixtures		
Laundry Room		
- Hook ups - No flooring, no appliances, no paint, no trim, no doors - Drywall		
Rough only for whole home - Electrical - Plumbing - HVAC		
- **Permits are for rough only** - **Limited selection means builder will present 1-3 stock options to choose from**		
TOTAL:		**$195,000.00**
HALF DOWN DUE TO SCHEDULE WORK:	**$97,500.00**	
Balance Due Upon Completion:	$97,500.00	

Total is calculated assuming all work will be done together, breaking the bid apart will change individual amounts
Hubble Construction cannot be held responsible for any damages that occur onsite due to required construction access - we will attempt to minimize potential damages during services onsite. However, some site damages may occur due to construction access, no follow up work included in quoted price.

TERMS: HALF DOWN DUE TO SCHEDULE, BALANCE DUE UPON COMPLETION.
NO WORK WHATSOEVER OTHER THAN SPECIFIED ABOVE INCLUDED, ANY EXTRAS TO BE PAID IN FULL UP FRONT. "PRICE IS BASED ON STOCK BUILDER GRADE SELECTIONS. NON-BUILDER GRADE SELECTIONS REQUIRE WRITTEN ACCEPTANCE DUE TO PRICE VARIANCE."
PRICE VALID FOR 14 DAYS.
THANK YOU.

Sign: _____ Date: _____

dotloop signature verification: dtlp.us/4S8A-Tmxp-2Mbf

MICHIGAN REGIONAL PURCHASE AGREEMENT

#: TF-382WM

DATE: 06/29/2026, _____ (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 09/17/2026, 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.

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Buyer's Initials: GH 06/29/26 10:24 PM EDT dotloop verified; AV 06/29/26 10:28 PM EDT dotloop verified

Seller's Initials: _____ _____

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☑ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a RENOVATION 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 _____ 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: _____

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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

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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: _____

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: _____

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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 09/17/2026. 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

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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:**

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 8/28/2026, 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 8/4/2026, and all earnest money shall be returned to Buyer.

Seller agrees to provide reasonable access to the Property for Buyer's inspectors, contractors, appraisers, loan consultant (if applicable), lender representatives, and other professionals reasonably required to complete the renovation 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 07/17/2026 (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 Jacqueline Hill dotloop verified 06/29/26 10:24 PM EDT DQID-0DJL-SQT8-RZBP **Buyer**

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

Buyer 2 Address _____ X Andrew Vorpagel dotloop verified 06/29/26 10:28 PM EDT KQOX-TNRW-UCKY-SGFW **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:

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Seller's Initials

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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): _____

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Nelson House Purchase Offer 4

Geoffrey Dietz

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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.

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Seller's Initials

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☑ 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: _____

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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

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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 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: _____

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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 $ 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

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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 connestion 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 _____ X Geoffrey Dietz dotloop verified 06/17/26 12:56 PM CDT DDZJ-LYBW-LLE6-TODT **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:

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GD 06/17/26 12:56 PM CDT dotloop verified Buyer's Initials _____ Seller's Initials

dotloop signature verification: dtlp.us/D76r-itsp-tQxC

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): _____

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Letter of Intent

Nelson House
382 W Muskegon Ave
Muskegon, MI 49440

Geoffrey Dietz
1100 E Cooper Dr
Palatine, IL 60074
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

CoVantage
CREDIT UNION
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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

EQUAL HOUSING OPPORTUNITY

Headquarters: 723 Sixth Avenue, Antigo, WI 54409-0107 | 715-627-4336 | 800-398-2667 | For locations, visit www.covantagecu.org

dotloop signature verification: dtlp.us/RPex-Ei3g-twRN

West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 1/15

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

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.)

	Yes	No	Unknown	Not Available
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	☐	☑	☐	☐

	Yes	No	Unknown	Not Available
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):

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 ☑ no ☐
   If yes, please explain: New basement and foundation, house has since been secured from the elements and no further water noted
2. **Insulation:** Describe, if known:
   Urea Formaldehyde foam insulation (UFFI) is installed? unknown ☐ yes ☐ no ☑
3. **Roof:** Leaks? yes ☐ no ☑
   Approximate age, if known:
4. **Well:** Type of well (depth/diameter, age and repair history, if known):
   Has the water been tested? yes ☐ no ☐
   If yes, date of last report/results:
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 ☑
    If yes, please explain:
11. **Flood Insurance:** Do you have flood insurance on the property? unknown ☐ yes ☐ no ☑
12. **Mineral Rights:** Do you own the mineral rights? unknown ☐ yes ☐ no ☑

Buyer's Initial 06/17/26 12:56 PM CDT dotloop verified

Seller's Initials 04/02/26 10:18 AM EDT dotloop verified

dotloop signature verification: dtlp.us/RPex-Ei3g-twRN

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 Eckholm dotloop verified 04/02/26 10:18 AM EDT ISHZ-UAZ2-J1UG-2BSF Date 04/02/2026

Buyer has read and acknowledges receipt of this statement.

Buyer Geoffrey Dietz dotloop verified 06/17/26 12:56 PM CDT CWBO-THXG-NVPO-9QML Date _____ Time _____

Buyer _____ Date _____ Time _____

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dotloop signature verification: dtlp.us/bQKC-p7JY-KpVH

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):**

JE 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.

JE 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 Eckholm dotloop verified 04/02/26 10:18 AM EDT HWJ3-HQLA-PMFW-4SXQ

Date: 04/06/2026 Seller: _____

II. Agent's Acknowledgment (initial):

_____ TM 03/31/26 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 dotloop verified 03/31/26 12:34 PM EDT 5CQX-1WSQ-H2NU-4CTA

III. Purchaser's Acknowledgment (initial):

GD 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: Geoffrey Dietz dotloop verified 06/17/26 12:56 PM CDT 1Y7F-AHCY-PBOX-17BX

Date: _____ Purchaser: _____

Form #158 / Rev. Date 2/15

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: July 14, 2026	**Title:** City Manager Evaluation
Submitted by: Ann Meisch, City Clerk	**Department:** City Clerk
Brief Summary:	
Detailed Summary & Background:	
Goal/Action Item:	
Is this a repeat item?: **Explain what change has been made to justify bringing it back to Commission:**	
Amount Requested:	**Budgeted Item:** Yes ☐ No ☐ N/A ☐
Fund(s) or Account(s):	**Budget Amendment Needed:** Yes ☐ No ☐ N/A ☐
Recommended Motion:	
Approvals: Immediate Division Head ☐ Information Technology ☐ Other Division Heads ☐ Communication ☐ Legal Review ☐	**Name the Policy/Ordinance Followed:**