

CITY OF MUSKEGON

CITY COMMISSION MEETING

DECEMBER 14, 2021 @ 5:30 P.M.

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

AGENDA

- ☐ **CALL TO ORDER:**
- ☐ **PRAYER:**
- ☐ **PLEDGE OF ALLEGIANCE:**
- ☐ **ROLL CALL:**
- ☐ **HONORS, AWARDS, AND PRESENTATIONS:**
 - A. Lakeshore Art Festival Sustainability Award**
- ☐ **PUBLIC COMMENT ON AGENDA ITEMS:**
- ☐ **CONSENT AGENDA:**
 - A. Approval of Minutes** City Clerk
 - B. Fireworks Display Permit for City of Muskegon** City Clerk
 - C. Farmers Market Heating & HVAC** City Clerk
 - D. FY22 Municipal Senior Millage Funding** Community & Neighborhood Services
 - E. Extension of Temporary Employment Services Agreement** EEO & Employee Relations
 - F. Non-Union Part Time and Limited Term Wage Matrix** EEO & Employee Relations
 - G. MDOT Property Purchase** Public Works
 - H. National Highway System (NHS) Revisions** Public Works
 - I. Project 91851(Spring & Yuba Streets) – Change Orders & Engineering Services Amendment** Public Works
 - J. Edgewater Resources Engineering Services Agreement** Public Works
 - K. Project 92002 Change Order #003 - Peck Street from Merrill to Apple** Public

Works

L. **Arena Vending** City Manager

M. **CSXT Purchase Agreement** City Manager

N. **Social District 2022 Fee** Economic Development

☐ **PUBLIC HEARINGS:**

A. **Infill Housing Project Brownfield Plan Public Hearing (3rd Amendment)**
Economic Development

B. **Lakeside Corridor Improvement Authority Development and TIF Plan Public Hearing** Development Services

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

A. **Housing Board of Appeals Demolition – 238 Houston** Public Safety

B. **2022 SEIU Unit 2 Contract** City Manager

☐ **ANY OTHER BUSINESS:**

☐ **PUBLIC COMMENT ON NON-AGENDA ITEMS:**

- ▶ **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 and address.
- ▶ Limit of 3 minutes to address the Commission.
- ▶ (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY-FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE MEISCH, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TTY/TDD DIAL 7-1-1-22 TO REQUEST A REPRESENTATIVE TO DIAL (231) 724-6705.

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 14, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the November 23, 2021 Regular Meeting.	
Detailed Summary: N/A	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the minutes.	
For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

CITY COMMISSION MEETING

NOVEMBER 23, 2021 @ 5:30 P.M.

**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, MI at 5:30 p.m., Tuesday, November 23, 2021, Pastor Jeremy Lenertz, First Wesleyan Church, opened the meeting with a prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen J. Gawron, Vice Mayor Eric Hood, Commissioners Dan Rinsema-Sybenga, Willie German, Jr., Ken Johnson, and Teresa Emory, City Manager Frank Peterson, City Attorney John Schrier, and City Clerk Ann Meisch.

Absent: Commissioner Michael Ramsey

HONORS, AWARDS, AND PRESENTATIONS:

A. Years of Service Award/Recognition

The Mayor and Commissioners congratulated and thanked city employees for various levels of years of distinguished, loyal service. Certificates of Appreciation were presented to those employees that were in attendance.

B. 2021 Lead Program Success

The City's Community and Neighborhood Services department achieved a major milestone of being #1 in the State of Michigan for lead abatement through the Medicaid CHIP grant. Twenty-five units were made lead safe within Muskegon County through this work to prevent and treat childhood lead poisoning.

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2021-103 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the November 8, 2021 Worksession and the November 9, 2021 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. DDA/BRA Board Resignation City Clerk

SUMMARY OF REQUEST: To accept the resignation of Francena DePung from the Downtown Development Authority/Brownfield Redevelopment Board, effective immediately. Term expires 1/31/2023.

STAFF RECOMMENDATION: To accept the resignation.

C. First Quarter Budget Reforecast Finance

SUMMARY OF REQUEST: At this time staff is asking for approval of the 1st Quarter Budget Reforecast for the FY 2021-22 budget year. In the General Fund we are now projecting revenues of \$34,335,322 and expenses of \$36,081,416 for a net loss of \$1,746,094. The Finance Director's First Quarter Budget Reforecast highlights are provided in the packet.

STAFF RECOMMENDATION: To approve the 1st Quarter FY2021-22 Budget Reforecast as presented.

D. Extension of the CDBG Program Administration Agreement between Norton Shores and City of Muskegon for Fiscal Year 2021 CNS

SUMMARY OF REQUEST: To approve a one-year extension of the 2019-2020 CDBG Program Administration Agreement between Norton Shores and City of Muskegon to cover July 1, 2021 through June 30, 2022.

Norton Shores is requesting a one-year extension of the two-year CDBG Programs Administrative Agreement.

STAFF RECOMMENDATION: To approve a one-year extension of the CDBG Program Administration Agreement between Norton Shoes and City of Muskegon from July 1, 2021-June 30 2022.

E. Brownfield Development & Reimbursement Agreement, Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) 1148 and 1204 West Western Avenue Economic Development

SUMMARY OF REQUEST: Approval of the Brownfield Development and Reimbursement Agreement for the Adelaide Pointe Project QOZB, LLC (Adelaide Pointe Project) and to consider the resolution.

The project seeks to transform the 35-acre site into a development that will expand public access to waterfront activities through the creation of a 280-slip marina, up to 400 new residential condominium units, dry stack marina and boat storage, and commercial/retail space. Plans for the site have begun and will continue through Fall 2030. Total private investment, not including property acquisition, is approximately \$250 million.

The Brownfield Plan Amendment was approved by the Authority on October 12, 2021 and the City Commission on October 26, 2021. The Brownfield Plan is for a period of 30 years and includes total Brownfield Eligible Activity costs estimated

at \$66,775,378; which includes \$54,166,757 of Developer Eligible Activities and \$12,608,621 of City Eligible Activities. The property is within the DDA and it is anticipated that all taxes captured will go towards the Brownfield TIF during the life of the Plan.

Developer Eligible Activity expenses include – due care, environmental response activities, asbestos, demolition, site preparation, infrastructure improvements, Brownfield Plan preparation, administration costs, and interest expenses (5%).

City Eligible Activity expenses include – roadways, water and sewer infrastructure, boat ramp/lift well and site preparation.

The Development & Reimbursement Agreement outlines the procedures for the Authority to reimburse the City and Developer for eligible expenses within the Brownfield Plan. The Authority shall first pay 100% of the available Brownfield TIF Revenue to the City to reimburse the costs of City Eligible Activities. The Authority, following reimbursement to the City, shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the cost of Developer Eligible Activities. The Developer and City will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. The BRA approved this Agreement at its November 9, 2021 meeting.

STAFF RECOMMENDATION: Approval of the Adelaide Pointe QOZB, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

H. MMRMA Settlement Agreement EEO & Employee Relations

SUMMARY OF REQUEST: On July 24, 2021 the property of Don & Thearetta Bailey at 1360 8th Street sustained damages due to a sewer backup. Mrs. Bailey filed a claim with the City of Muskegon on July 26, 2021. Michigan Municipal Risk Management Authority known as MMRMA represents the City of Muskegon with its self-insurance program. We have negotiated a settlement agreement for the mitigation/clean-up of the property, and for damaged and lost property in the amount of \$30,000.

AMOUNT REQUESTED: \$30,000 FUND OR ACCOUNT: Insurance Fund

STAFF RECOMMENDATION: Approve \$30,000 as final settlement of the claim for 1360 Eighth Street, for services and loss associated with the claim from July 24, 2021.

I. Bridge Bundle #1 – Removal of Ottawa Bridge Public Works

SUMMARY OF REQUEST: Staff is seeking formal resolution and support confirming concurrence for bridge removal of the Ottawa Street Bridge.

Staff is seeking funds from the Michigan Department of Transportation (MDOT)

Bridge Bundle #1 program. MDOT piloted a Bridge Bundle program last year with the hopes of reducing the number of critical condition bridges by combining several bridges into one package. More information about the program and an online tracking tool can be found here:

<https://www.michigan.gov/som/0,4669,7-192-47796-564509--,00.html>

MDOT is seeking a formal resolution of commitment and support.

Ottawa Street Bridge: This bridge only serves Richards Park and is already closed to traffic via concrete barriers. It is open to pedestrians. At this time, the city has no plans to replace the bridge. Staff is recommending a resolution of commitment and support to remove the Ottawa Street Bridge.

STAFF RECOMMENDATION: Approve the Resolution of Commitment and Support for the Statewide Local Agency Bridge Bundle Program and authorize the Mayor and Clerk to sign.

J. Sale – 434 Abbey Street Planning

SUMMARY OF REQUEST: City staff is seeking authorization to sell the City owned vacant lot at 434 Abbey Street to James Williams.

Mr. Williams would like to purchase the City owned buildable lot at 434 Abbey for \$4,875 (75% of the True Cash Value of \$6,500) plus half of the closing costs and the fee to register the deed. Mr. Williams will be constructing two (2) single-family homes on the property.

STAFF RECOMMENDATION: Authorize the Code Coordinator to complete the sale of 434 Abbey Street as described in the purchase agreement and to have the Mayor and Clerk sign the deed.

**K. Approve the re-assignment of Building Contract for 769 Catawba Avenue
CNS**

SUMMARY OF REQUEST: To re-award the Building Contract for the rehabilitation of 769 Catawba Avenue to Custom Exteriors, LLC – Mike Murphy, for the City of Muskegon's Homebuyers Program.

The Commission recently approved the rehabilitation contract of 769 Catawba Avenue to Nassau Construction LLC after the lowest bidder was unable to continue. Since that time the Lead Abatement work is near completion and ready for the rehabilitation process. **I am requesting that the Rehabilitation Contract be re-awarded to the original contractor, Mike Murphy of Custom Exteriors, LLC.**

1. Nassau Construction LLC is an abatement contractor for or LEAD Safe Muskegon Program with 3 current lead units to complete;
2. Custom Builders, LLC is requesting to fulfill its original obligation and ready to start;

3. Due to post-pandemic circumstances, CNS supports the re-assignment of this award to Custom Exteriors, LLC

AMOUNT REQUESTED: \$89,264.00 AMOUNT BUDGETED: \$110,000

FUND OR ACCOUNT: HOME Program 2020

STAFF RECOMMENDATION: To award Custom Exteriors LLC the rehabilitation contract in the amount of \$89,264.00, for the Community and Neighborhood Services Office Homebuyers Program.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to accept the consent agenda as presented minus items, F, G, L, M, and N.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and German

Nays: None

MOTION PASSES

2021-104 REMOVED FROM CONSENT AGENDA:

- F. Brownfield Development & Reimbursement Agreement, Viridian Land Shores Co, LLC (Viridian Shores at Harbor 31 Redevelopment Project), 150 Viridian Drive Economic Development**

SUMMARY OF REQUEST: Approval of the Brownfield Development and Reimbursement Agreement for the Viridian Land Shores Co, LLC (Viridian Shores at Harbor 31 Redevelopment Project) and to consider the resolution.

The 3.5-acre property represents a portion of the former Teledyne Continental Motors industrial facility and would result in the construction of an approximately 63,000 square foot multi-story 118-unit senior living building with surrounding asphalt parking areas, concrete walkways and landscaping.

The Brownfield Plan Amendment was approved by the Authority on May 11, 2021 and the City Commission on May 25, 2021. The Brownfield Plan is for a period of 22 years and includes Brownfield Eligible Activity costs estimated at \$4,018,080. The property is within the DDA and it is anticipated that all taxes captured will go towards the Brownfield TIF during the life of the Plan. Eligible costs include due care, environmental response activities, demolition, asbestos abatement, site preparation, infrastructure improvements, Brownfield Plan preparation, administration costs, and interest expense (5%).

The Development & Reimbursement Agreement outlines the procedures for the City to reimburse the Developer for eligible expenses with the Brownfield Plan. The Authority shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities. The Developer will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when

incremental local taxes are captured and available. The BRA approved this Agreement at its November 9, 2021 meeting.

STAFF RECOMMENDATION: Approval of the Viridian Land Shores Co, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

ORIGINAL MOTION: Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the Viridian Land Shores Co, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

AMENDMENT: Motion by Commissioner Johnson, second by Vice Mayor Hood, to amend the motion to reflect a term expiring December 31, 2047.

ROLL VOTE ON AMENDMENT:

Ayes: Johnson, Gawron, Hood, German, Rinsema-Sybenga, and Emory

Nays: None

MOTION PASSES

ROLL VOTE ON ORIGINAL MOTION W/ AMENDMENT:

Ayes: Emory, Johnson, Gawron, Hood, German, and Rinsema-Sybenga

Nays: None

MOTION PASSES

G. Brownfield Development & Reimbursement Agreement, Ryerson Creek Land Co, LLC (Trilogy Senior Housing Redevelopment Project), 60 Viridian Drive Economic Development

SUMMARY OF REQUEST: Approval of the Brownfield Development and Reimbursement Agreement for the Ryerson Creek Land Co, LLC (Trilogy Senior Housing Redevelopment Project) and to consider the resolution.

The 5-acre property is the site of the former Teledyne Continental Motors industrial facility and would result in the construction of an approximately 63,000 square foot multi-story 118-unit senior living building with surrounding asphalt parking areas, concrete walkways and landscaping.

The Brownfield Plan Amendment was approved by the BRA on October 12, 2021 and the Commission on October 26, 2021. The Brownfield Plan is for a period of 24 years and includes total Brownfield Eligible Activity costs estimated at \$4,392,244. The property is within the DDA and it is anticipated that all taxes captured will go towards the Brownfield TIF during the life of the Plan. Eligible costs include due care, environmental response activities, demolition, site preparation, infrastructure improvements, Brownfield Plan preparation, administration costs, and interest expense (4%).

The Development & Reimbursement Agreement outlines the procedures for the City to reimburse the Developer for eligible expenses within the Brownfield Plan. The Authority shall pay 100% of the available Brownfield TIF Revenue to the Developer to reimburse the costs of Developer Eligible Activities. The Developer will provide the BRA a request for payment of eligible expenses. The BRA has 30 days to approve the request. Payments are made on a semi-annual basis when incremental local taxes are captured and available. The BRA approved this agreement at its November 9, 2021 meeting.

STAFF RECOMMENDATION: Approval of the Ryerson Creek Land Co, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

ORIGINAL MOTION: Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve Ryerson Creek Land Co, LLC Brownfield Development and Reimbursement Agreement and authorize the Mayor and City Clerk to sign.

AMENDMENT: Motion by Commissioner Johnson, second by Vice Mayor Hood, to amend the motion to reflect a term expiring December 31, 2049.

ROLL VOTE ON AMENDMENT:

Ayes: Hood, German, Rinsema-Sybenga, Emory, Johnson, and Gawron

Nays: None

MOTION PASSES

ROLL VOTE ON ORIGINAL MOTION W/ AMENDMENT:

Ayes: Gawron, Hood, German, Rinsema-Sybenga, Emory, and Johnson

Nays: None

MOTION PASSES

L. 880 First Street Development and Purchase Agreement Development Services

SUMMARY OF REQUEST: The team has been working with the developer at 880 First Street LLC to negotiate mutually favorable terms on a purchase and development agreement that will stipulate schedule of development and pricing for the city owned property and future expansion onto the City owned parking lot. The final draft is mutually agreed upon by staff and the developer.

The structure of this development agreement has taken some time to negotiate due to an existing parking lease agreement with Parkland Properties that obligates the city to certain conditions it must maintain in the City owned lot behind the development site. The long-term phasing for this development, as described in previous presentations to the commission, includes a multi-story parking deck on that lot with liner apartments along Clay Street. This is set to

come after the renovation of and addition to the existing tower, but the parking structure would have to come along with the tower due to the lack of our ability to dedicate spaces in the existing parking lot. Due to the parking agreement and our obligations, there was a possibility that we would have to participate in a floor of that parking structure, at a cost of roughly a million dollars to the City.

This was not favorable to us or the developer, so we in Development Services have been working on a concept to reorient parking on-street and introduce a permit system that would allow dedicated parking for permit holders in the phase 1 tower. In the packet, we have included a graphic that illustrates our ability to reorient the parking on this block that will provide additional spaces without impacting the lot, thereby allowing the parking structure to remain in phase 2 as intended and removing any need for the city to participate in a floor of the deck to meet our parking lease obligations.

The proposed payment for the site is \$400,000, and the Developer would buy out our eligible activities for a Brownfield TIF that we have already expended, such as the partial demolition and asbestos removal. They would then be able to add these to the Brownfield TIF plan amendment, but we get paid up front as opposed to sharing in the TIF to be repaid. Please note as a condition of closing, we are to enter into a separate parking agreement for the street parking, and to develop a permit parking ordinance.

STAFF RECOMMENDATION: To accept the development agreement as presented and authorize the Mayor and Clerk to sign.

Motion by Commissioner German, second by Commissioner Johnson, to accept the development agreement as presented and authorize the Mayor and Clerk to sign.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

M. Project Capital Contributions City Manager

SUMMARY OF REQUEST: Three ongoing transformational community projects have requested city financial commitments. Each of these projects have received substantial community support in addition to the support requested from the City. Staff is recommending that the city make financial commitments to the capital campaigns of the Boys and Girls Club, the Community Foundation for Muskegon County, and the Muskegon Museum of Art.

The Boys and Girls Club (BGC) campaign will raise funds to convert the former YMCA and MCC Fitness Center into a year-round club. This renovated waterfront facility and ed programming will provide for a larger physical

activity space accessible to all City's youth. They have raised \$5.6 Million of their \$7.5 Million budget. To assist in significantly narrowing the remaining financial gap, staff is recommending that **\$1 Million** be committed to the Club for this transformational campaign.

<https://bgclubmuskegon.com/clubhouse>

The Muskegon Museum of Art is undergoing a capital campaign to expand the museum to include a new grand hall, two new galleries and more community space. Staff is recommending that **\$1 Million** be committed to the Museum for this campaign. They have raised \$9.85 Million in community support. Our \$1 Million contribution will nearly complete the \$11.5 Million project. More information is available here:

<https://muskegonartmuseum.org/shaping-the-future/>

The Community Foundation for Muskegon County is undergoing a capital campaign to renovate the Frauenthal Center. The City has already committed funds to install heated sidewalks around the facility. Staff is recommending a total of **\$1 Million** be committed to the Foundation, including funds already allocated to the heated sidewalk project. The Community Foundation has raised \$4.8 Million of the total \$6.1 Million budget.

Based on our current interpretation of the interim final rule, all three projects qualify for assistance from the City's ARPA allotment. Additionally, the expenses will be held until July 1, 2022 to allow for further guidance and for the city to complete collections of the second phase of ARPA and explore future funding opportunities from the State and Federal levels that could fund one or more of these commitments. The contributions are payable only if the ARPA funds can be utilized for the stated purpose.

AMOUNT REQUESTED: \$3 Million FUND OR ACCOUNT: 482: State Grants

STAFF RECOMMENDATION: Approve the capital commitments as described and direct staff to budget the expenses from Fund 482 during FY 2022-23.

Motion by Commissioner German, second by Commissioner Rinsema-Sybenga, to approve the capital commitments as described, and direct staff to budget expenses from Fund 482 during FY 2022-23. The contributions are payable only if the ARPA funds can be utilized for the stated purpose.

ROLL VOTE: Ayes: German, Rinsema-Sybenga, Emory, Johnson, Gawron, and Hood

Nays: None

MOTION PASSES

N. Environmental Work – Former Farmers Market Site City Manager

SUMMARY OF REQUEST: Staff is seeking approval to hire Envirologic to provide environmental assessment and planning services at the former farmers market

site.

The site was originally included in a city pilot program to build a mix of housing types to attract residents at various income levels. The original plans called for 53+ rental units – some single-family structures and some multi-family structures. In an effort to meet the community's goal of focusing on single family houses in lieu of duplexes and multiplexes, the proposed program has been scaled back to include a total of 21 single family houses and no duplexes or multiplexes.

In January 2021, the City Commission authorized Soils and Structures to complete a soil assessment to determine the buildability of the site. The report is provided in the packet. The next step is to complete the environmental assessment. Envirologic is the City's preferred contractor, as they have completed significant work on this site as part of the original FARM proposal. This work will be qualified for reimbursement in the scattered site brownfield program.

AMOUNT REQUESTED: \$22,000 FUND OR ACCOUNT: Brownfield

STAFF RECOMMENDATION: Approve the expense of \$22,000 to complete environmental assessment services at the former farmers market site.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, to approve the expense of \$22,000 to complete environmental assessment services at the former farmers market site.

ROLL VOTE: Ayes: Rinsema-Sybenga, Emory, Johnson, Gawron, Hood, and German

Nays: None

MOTION PASSES

2021-105 UNFINISHED BUSINESS:

A. Amendment to Lakeside Form Based Code – Marihuana Facilities
Planning – 2ND READING

SUMMARY OF REQUEST: Staff initiated request to amend the Lakeside Form Based Code to allow caregivers, microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

The Planning Commission's motion to recommend approval of the request ended in a tie, with three Commissioners voting yes and three Commissioners voting no, with three Commissioners absent.

Staff presented this idea to the City Commission at the September work session.

STAFF RECOMMENDATION: To approve the request to amend the Lakeside Form Based Code to allow caregivers, microbusinesses, designated

consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

Motion by Commissioner Johnson, second by Commissioner Rinsema-Sybenga, approve the request to amend the Lakeside Form Based Code to allow caregivers, microbusinesses, designated consumption establishments, class A recreational grows, class B recreational grows, class A medical grows and temporary marihuana events as a special use permitted in the Lakeside Commercial and Lakeside Heavy Commercial context areas.

ROLL VOTE: Ayes: Johnson, Hood, German, and Rinsema-Sybenga

Nays: Emory and Gawron

MOTION PASSES

2021-106 NEW BUSINESS:

A. 2022 POLC Contract City Manager

SUMMARY OF REQUEST: Staff is seeking approval of the proposed collective bargaining agreement with the Police Officers Labor Council.

City Staff and Police Officers labor Council representatives previously agreed upon new contract terms that would take effect January 1, 2022. Since that time, a number of small issues related to the original tentative agreement have been identified and subsequently reconciled. This is a formal request to approve the collective bargaining agreement. The POLC has already ratified the contract and city staff is prepared to begin enforcing the provisions of the contract on January 1, 2022. The new agreement is beneficial to both parties and is expected to help with police officer recruiting and retention; there is no financial impact on the budget as part of the new agreement.

STAFF RECOMMENDATION: To approve the Collective Bargaining Agreement with the Police Officers Labor Council as presented.

Motion by Commissioner German, second by Commissioner Emory, to approve the Collective Bargaining Agreement with the Police Officers Labor Council as presented.

ROLL VOTE: Ayes: Johnson, Gawron, Hood, German, Rinsema-Sybenga, and Emory

Nays: None

MOTION PASSES

B. 1183 Terrace Street – Purchase City Manager

SUMMARY OF REQUEST: Staff is seeking approval to purchase the home at 1183

Terrace Street from Francena DePung.

This property was originally acquired from the Land Bank, and the owner has been unable to make the repairs necessary to save the home. Our on-staff builder reached out to the owner to inquire about purchasing the site. The home has significant historical appeal and we would like to save the structure as part of our infill housing program. The structure is vacant but has been used as a three-unit building. Staff would intend to convert it into either a two-unit or a single-family building. The renovation will likely take 12 months and cost between \$275,000 and \$350,000. Staff anticipates budgeting much of the renovation costs in FY 2022-23 but would like to replace the roof and address immediate concerns with the foundation.

AMOUNT REQUESTED: \$120,000

FUND OR ACCOUNT: Public Improvement

STAFF RECOMMENDATION: Approve the purchase of 1183 Terrace Street from Francena DePung for \$20,000 and amend the FY 2021-22 Public Improvement Fund Budget to include a total of \$200,000 for the project during the fiscal year.

Motion by Commissioner Rinsema-Sybenga, second by Vice Mayor Hood, to approve purchase of 1183 Terrace Street from Francena DePung for \$20,000 and amend the FY 2021-22 Public Improvement Fund Budget to include a total of \$200,000 for the project during the fiscal year.

ROLL VOTE: Ayes: Gawron, Hood, German, Rinsema-Sybenga, Emory, and Johnson

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Emory asked DPW Director Leo Evans about the streetlight upgrades on the west side of the city. Commissioner German commended DPW on the Amity/Wood project and asked about street lighting near alleyways. City Manager Frank Peterson reminded everyone to keep porch lights on to increase neighborhood safety and that the winter parking rules will soon go into effect.

PUBLIC COMMENT ON NON-AGENDA ITEMS: No public comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 7:35 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/14/2021	Title: Fireworks Display Permit for City of Muskegon
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Staff is requesting permission to sign an agreement with Pyrotecnico Fireworks and spend up to \$60,000 for expenses related to a fireworks show in downtown Muskegon. If granted, Pyrotecnico Fireworks. is requesting approval of a fireworks display permit for Saturday, July 2, 2022 in downtown Muskegon. The fire Marshall will inspect the fireworks on the day of the event.	
Detailed Summary: The proposed location of the fireworks is in the attached map. Both property owners have been contacted and are willing to let us close off their property within the yellow circle for the duration of the day and red circle during the event.	
Amount Requested: Up to \$60,000	Amount Budgeted: \$60,000
Fund(s) or Account(s): DPW	Fund(s) or Account(s):
Recommended Motion: To authorize the clerk to sign the agreement for fireworks in downtown Muskegon with Pyrotecnico and authorize the expenditures not to exceed \$60,000.	
For City Clerk Use Only: Commission Action:	

PYROTECNICO FIREWORKS, INC.

AGREEMENT

This contract entered into this 2nd Day of December, 2021 by and between PYROTECNICO FIREWORKS, INC. of New Castle, Pennsylvania and City of Muskegon (CUSTOMER) of City Muskegon State Michigan.

Pyrotecnico Fireworks, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer (1) one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer. Said display to be given on the evening of July 2, 2022 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within three (3) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Pyrotecnico Fireworks, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico Fireworks, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico Fireworks, Inc. shall be entitled to 50% of the contract price.

PYROTECNICO FIREWORKS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay PYROTECNICO FIREWORKS, INC. the sum of \$40,000.00 (Forty thousand and 00/100 dollars). A 50% deposit is due 90 days prior to the display date. A service fee of 1 ½% per month shall be added if account is not paid in full within 30 days of the show date.

PYROTECNICO FIREWORKS, INC. will obtain Public Liability, Property Damage, Transportation and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will timely secure and provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back distance of 425 feet at all points from the discharge area.
- (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the fireworks event.
- (c) Protection of the display area by roping-off or similar facility.
- (d) Adequate police protection to prevent spectators from entering display area.
- (e) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico Fireworks, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

PYROTECNICO FIREWORKS, INC.

By _____

Date Signed December 2, 2021

P.O. Box 149
New Castle, PA 16103
(724) 923-6601

CUSTOMER

By _____

Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____
(PLEASE TYPE OR PRINT)

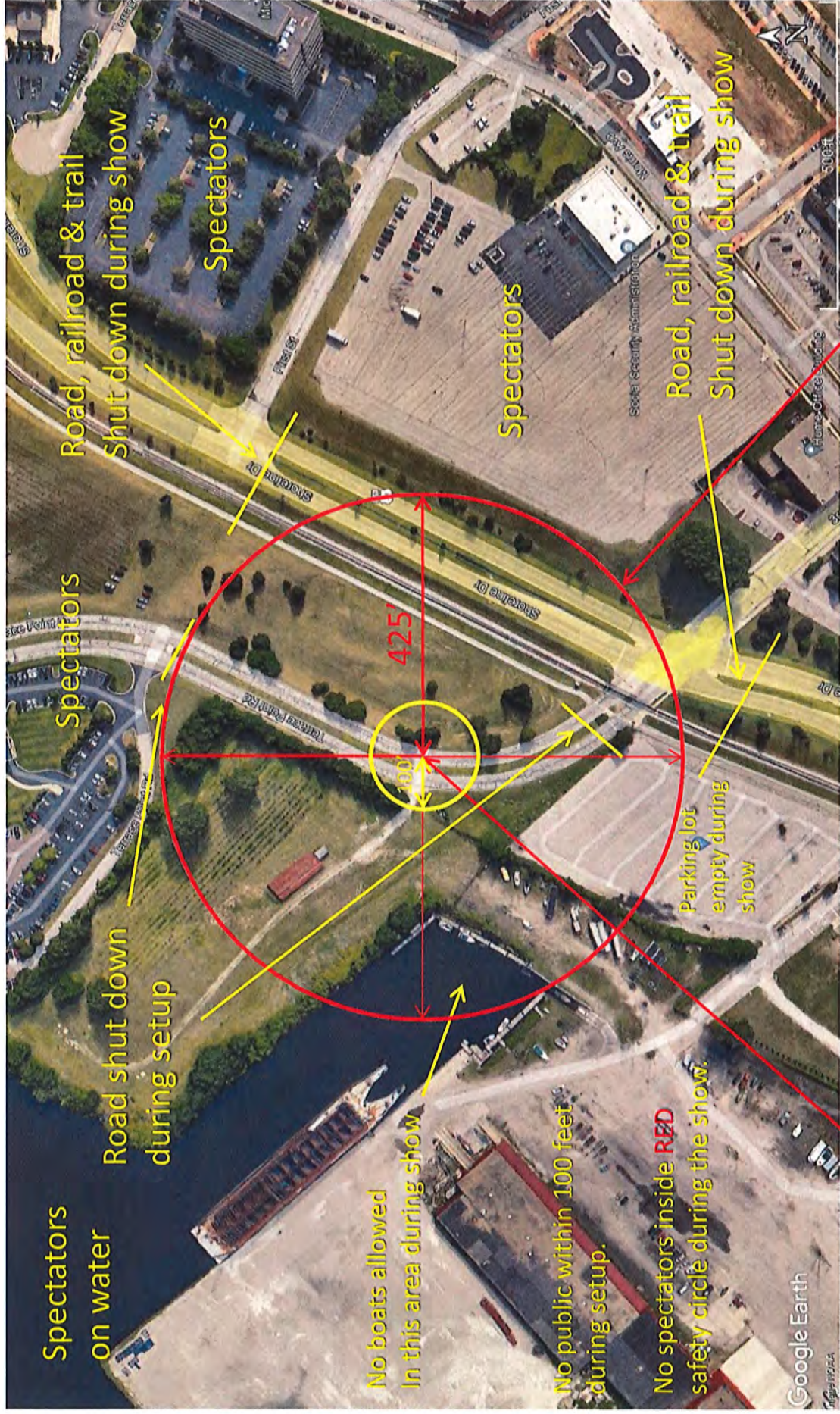
Name _____
Address _____

Phone _____
Email _____

Muskegon, MI

Pyrotecnico Fireworks Inc.
11/10/2021 Michael Falk

Terrace Point & Nelson Rd, Muskegon MI 49440



Launch Location

Setup area: 100' X 50'

Radius from setup area: 425'

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/14/2021	Title: Farmers Market Heating/HVAC
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Tim Harvey, our builder, sought quotes to replace the heating and HVAC at the Farmers Market at an amount of \$24,420.	
Detailed Summary: Tim was only able to receive on quote. Currently the barn has no air conditioning and the heat source does not work as well as it should. Replacing the current system will help us with future plans to revamp the barn as an all year facility to rent to local vendors including farmers, Kitchen 242 users, and vendors looking to move downtown. This is not a budgeted item and would come out of the Farmers Market budget.	
Amount Requested: Up to \$30,000	Amount Budgeted: \$0
Fund(s) or Account(s): Farmers Market	Fund(s) or Account(s):
Recommended Motion: To authorize staff to proceed in upgrading the heating/HVAC at the Farmers Market with Jewett Heating and Cooling at a cost not to exceed \$30,000.	
For City Clerk Use Only:	
Commission Action:	

Jewett Heating & Cooling, LLC

3683 E Apple Ave
Muskegon, MI 49442
231-788-4287
jewelthvac@aol.com



Estimate

ADDRESS
Tim Harvey
City of Muskegon
933 Terrace St / PO Box 536
Muskegon, MI 49443

ESTIMATE 7827
DATE 09/22/2021
EXPIRATION DATE 10/22/2021

P.O. NUMBER
HVAC

JOB LOCATION
Farmers Market

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Heating	Install Heil RGS090LFCA0AAT 7.5 Ton 2c 460/3PH rooftop unit. Install curb and economizer. Install spiral ductwork ductwork with 13 registers. Install 3/4" gas line and drip leg. Install Fantech exhaust fan on gable end. Install Honeywell T8 thermostat. Includes materials, permit, lift truck & labor.	1	24,420.00	24,420.00
		WARRANTY 10 Year Heat Exchanger 1 Year Parts & Labor			
		HIGH VOLTAGE ELECTRIC DONE BY OTHERS.			

THANK YOU FOR YOUR BUSINESS!

TOTAL

\$24,420.00

Accepted By

Accepted Date

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 14, 2021	Title: FY22 Municipal Senior Millage Funding
Submitted By: Oneata Bailey	Department: CNS
Brief Summary: To approve allocations of the Municipal Senior Millage funding to city programs geared toward citizens who are 60 years of age, or older.	
Detailed Summary: An allocation of \$94,640.00 from the county of Muskegon FY22 Municipal Senior Millage funding is budgeted for the following programs; Power of Produce (Farmer's Market) - \$ 40,000.00 Home Repairs (CNS) - \$ 54,640.00	
Amount Requested: \$94,640.00	Amount Budgeted: \$94,640.00
Fund(s) or Account(s): FY22 Municipal Senior Millage	Fund(s) or Account(s): Muskegon County Senior Millage Program
Recommended Motion: To approve the budget proposed for City of Muskegon programs utilizing FY22 Municipal Senior Millage Funds from the County of Muskegon.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Public Health
Prevent. Promote. Protect.

Public Health – Muskegon County • 209 E Apple Ave • Muskegon, MI 49442
Main: 231.724.6246 • Fax: 231.724.6674 • www.muskegonhealth.net

DATE: November 23, 2021
TO: Municipalities
RE: FY22 Municipal Senior Millage Funding

Attached you will find the Allocation Summary and Distribution Table for the FY22 Municipal Senior Millage funding.

The U.S. Census Bureau, 2020 American Community Survey is not available yet, but other references indicated an adjustment is warranted to the population formula. At its regular meeting on November 9, 2021, the Board of Commissioners approved an increase of \$8,228 for a total of \$613,074 funds to the local municipalities to coordinate and provide services, programs and/or activities for seniors in their jurisdiction. The additional \$8,228 was approved to hold-harmless any municipality that would receive less than the FY21 allocations.

To accept this funding, you must present a 1-2 page plan approved by your Council or Board (governing entity) and endorsed by the jurisdictional County Commissioner(s). If your FY22 plan is a continuation of FY21 activities, please note that in the email.

Please send communications and related documentation (plans, reports, requests, etc.) to:

MuskegonSeniorMillage@co.muskegon.mi.us

We understand that some names and contact information for municipalities may have changed. If you are not the primary contact for this funding, please send us the updated information.

Thanks.

Kathy Moore, Public Health Director

Municipal Allocation Summary

On Tuesday, November 12, 2019 the Muskegon County Board of Commissioners approved allocating up to 25% of the annual senior millage funds to local municipalities to coordinate and provide services, programs, and/or activities for seniors in their jurisdictions. The funding formula includes a \$3,500 base for each municipality plus a pro-rated amount based on the population of seniors in the jurisdiction. **Municipalities are encouraged to leverage funds and minimize duplication by working with categorical grantees and/or each other.**

Key points:

- 100% optional – submit an annual plan/budget to “opt in” each year.
- It does not prohibit or limit municipalities from applying for and receiving funding via the grant process.
- Municipalities must submit a 1 - 2 page plan approved by the governing entity & endorsed by the jurisdictional County Commissioner.
- Funding will follow the County fiscal year October 1, 2021 – September 30, 2022.
- Quarterly reports required (*financial and participant demographics*) – monthly reports encouraged.
- Please forward all related correspondence to: MuskegonSeniorMillage@co.muskegon.mi.us
- Advance, partial, interim and/or final allocation payments will be processed upon receipt of written request along with required/appropriate documentation.

Population to be served:

1. All persons 60 years of age or older or their caregivers who meet the criteria established for services shall be eligible for any or all services with priority given to meeting the needs of persons with the greatest economic or social need, giving particular attention to low-income, minority individuals.
2. Residents or occupants of Muskegon County (permanent, temporary, or transitional).
3. The Sub-Contractor shall not refuse to provide services to any eligible persons 60 years of age and older because of race, color, religion, national origin, age, sex, height, weight, marital status, sexual orientation, arrest record, or handicap pursuant to Title VI of the Civil Rights Act of 1964, amended 1973; and the Elliott-Larsen Civil Rights Act, 1976 P.A. 453, Section 209. The Sub-Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964, the Michigan Handicappers Civil Rights Act, 1976 P.A. 220, and Section 504 of the Federal Rehabilitation Act of 1973, D.L. 93-112, 87 Stat. 394, and the Americans with Disabilities Act, 1990 P.A. 101-336.
4. Further, the Sub-Contractor shall comply with all other federal, state, or local laws, regulations, standards, and any amendments thereto, as they apply to the performance of this contract.

More information about current and past programs/services funded by the millage will be available soon.

MUSKEGON COUNTY SENIOR MILLAGE
FY22 Municipal Distribution Table

Municipality	Total Funding	County Commissioner
Blue Lake Township	\$10,807	Cyr
Casnovia Township	\$11,072	Pego
Casnovia Village	\$4,462	Pego
Cedar Creek Township	\$13,982	Pego
Dalton Township	\$28,086	Cyr
Egelston Township	\$29,967	Pego
Fruitland Township	\$25,085	Brown
Fruitport Village	\$7,399	Lahring
Fruitport Charter Township	\$45,911	Lahring
Holton Township	\$11,056	Pego
Laketon Township	\$30,124	Brown
Lakewood Club Village	\$6,336	Cyr
Montague City	\$11,564	Cyr
Montague Township	\$9,577	Cyr
Moorland Township	\$7,548	Pego
Muskegon City	\$94,640	Nash
Muskegon Charter Township	\$53,684	Hughes
Muskegon Heights City	\$28,527	Wilkins
North Muskegon City	\$17,453	Brown
Norton Shores City	\$86,623	Scolnik
Ravenna Township	\$10,716	Lahring
Ravenna Village	\$6,369	Lahring
Roosevelt Park City	\$15,489	Hovey-Wright
Sullivan Township	\$12,780	Lahring
White River Township	\$9,832	Cyr
Whitehall City	\$13,913	Cyr
Whitehall Township	\$10,071	Cyr
Total Distribution	\$613,073	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/14/2021	Title: Extension of Temporary Employment Services Agreement
Submitted By: Dwana Thompson	Department: EEO & Employee Relations
Brief Summary: To approve a one-year contract extension with GoodTemps Temporary Staffing Services, Inc. for temporary and seasonal employment services. The current agreement expires on December 31, 2021	
Detailed Summary:	
Amount Requested: Cost of services are budgeted by individual departments	Amount Budgeted: None
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the agreement with GoodTemps Temporary Staffing Services, Inc. and authorize the Mayor and City Clerk to sign the agreement extension.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100

FAX (231)722-4188

SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106

MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

December 6, 2021

GoodTemps Temporary Staffing Services
271 East Apple Avenue
Muskegon, MI 49442

Re: Temporary Staffing Services Agreement between the City of Muskegon and GoodTemps Temporary Staffing Services

Dear Ms. Hoyer:

The City of Muskegon hereby requests that the Agreement be extended for the period of January 1, 2022–December 31, 2022. The proposed budget for the extension period will be as listed in the previous contract with the exception of the arena staff may be provided via a separate third-party (like the lumberjacks) at the discretion of the city. We have agreed this be taken into consideration with this extension.

This modification is requested for the following reason(s):

- The City of Muskegon utilizes a contract workforce for Public Services Division (Parks, Cemetery, Highway, and Marina Departments), the Public Safety Department, the Farmers Market, and the Arena. The extension proposes to request approximately 25-75 full and part-time employees. Services include contract laborers for seasonal projects as well as long term, part-time positions, and administrative and temporary office help on an as-needed basis.
- The City intends to solicit bids for a new contract in the fall of 2022.
- The City of Muskegon is an AA/EEO/ADA Employer.

Thank you for your consideration of this request.

City

Date: _____, 2021
CITY OF MUSKEGON

By: _____
Stephen J. Gawron, Mayor

And:

Ann Meisch, MMC City Clerk

Contractor

Date: 12/6, 2021

GOODTEMPS TEMPORARY STAFFING SERVICES

By:
Jeanette Hoyer, President & CEO

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/14/2021	Title: Non-Union Part Time and Limited Term Wage Matrix
Submitted By: DWANA THOMPSON	Department: EEO & EMPLOYEE RELATIONS
Brief Summary: The 2022 wage matrix has been updated to reflect the anticipated part time and limited term positions for next year.	
Detailed Summary:	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Approve the updated wage matrix for the non-union part time limited term employees for 2022.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

CITY OF MUSKEGON

2022 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED TERM EMPLOYEES

Michigan Minimum Wage is \$ 9.87 as of January 1, 2022

<u>JOB TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
GRADE 1	Min.	Min + .50	Min + \$1				
INTERNS AGE 16-17 (Minimum wage for Employees under Age 18)							
GRADE 2	\$ 13.00	\$ 13.50	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50	\$ 16.00
BUILDING FACILITY CARETAKER							
SCHOOL CROSSING GUARD							
ARENA CUSTODIAN							
GRADE 3	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	
INTERNS OVER 18							
GRADE 4	\$ 13.00	\$ 13.50	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50	
FACILITY SUPERVISOR I							
BEACH/PARK RANGERS (PUBLIC SAFETY)							
GRADE 5	\$ 13.50	\$ 14.00	\$ 14.50	\$ 15.50	\$ 15.50	\$ 16.50	
FACILITY SUPERVISOR II							
GRADE 6	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00		
POLICE RECRUIT							
	START	500 HRS	1,000 HRS	SERVICE			
GRADE 7	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00
FARMERS MARKET ASSISTANT							
SEASONAL LEISURE SERVICE MAINTENANCE							
ARENA MAINTENANCE							
GRADE 8							
BOARD OF CANVASSERS	\$20.00 PER DIEM						
BOARD OF REVIEW	\$13.00 per hour / 4 hour minimum						
RECEIVINGBOARD	\$60.00 per day						
ELECTION WORKERS (INSPECTORS)	\$13.00 per hour						
ELECTION WORKER CHAIRPERSON	\$15.50 per hour						
ELECTIONWORKER CO-CHAIRPERSON	\$14.50 per hour						
GRADE 9A	\$ 15.00	\$ 15.38	\$ 15.76	\$ 16.15	\$ 16.56	\$ 16.97	\$ 17.40
EVENT SECURITY MANAGER							
GRADE 9B	\$ 19.67	\$ 20.65	\$ 21.68	\$ 22.76	\$ 23.90		
PART TIME POLICE OFFICER							
	<i>STEP-2 (500 hours); STEP-3 (1000 hours); STEP-4 (1500 hours); STEP-5 (2000 hours)</i>						
GRADE 9C	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00	
PT - FIRE INSPECTOR							
GRADE 9D	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00	\$ 35.00	
PT- FIRE MARSHALL							

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 14 th , 2021	Title: MDOT Property Purchase
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking formal resolution confirming purchase of excess property from MDOT for use as a public open space.	
Detailed Summary: The parcel in question is located along the southwest side of 9th Street between Muskegon Avenue and Webster Avenue. The property is legally owned and controlled by the State of Michigan (MDOT) as a part of the limited access highway right-of-way for Shoreline Drive. City staff has pursued purchase of this parcel from MDOT for consideration as a skate park site. Recently alternative sites have been identified that are a better fit for locating a skate park and this site is not longer planned for use in that fashion. However the work had been done to acquire the excess property and staff would like to see that through. The immediate plans for the site involve retaining the site as a public open space, with potential consideration for alternative uses if/when the 10-year reverter clause is released.	
Amount Requested: \$5,000	Amount Budgeted: \$0
Fund(s) or Account(s): 101-70751-5703	Fund(s) or Account(s): 101-70751-5703
Recommended Motion: Approve the Resolution for purchase of the excess property from MDOT and authorize the Mayor and Clerk to sign.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



RESOLUTION FOR THE PURCHASE OF EXCESS PROPERTY FROM MDOT

WHEREAS, the City of Muskegon has requested purchase of surplus property from the Michigan Department of Transportation ("MDOT") hereafter referred to as Tract 1576 located along the southwest face of 9th Street between Muskegon Avenue and Webster Avenue in the City of Muskegon;

WHEREAS, MDOT has reviewed the requested purchase of Tract 1576 and determined the parcel to be surplus and eligible for sale to the City of Muskegon;

WHEREAS, the City of Muskegon dedicates the parcel to be used as a Public Open Space for no less than 10-years from the date of transfer;

WHEREAS, the City of Muskegon agrees to provide compensation for the acquisition of the parcel in the amount of five-thousand dollars (\$5,000.00);

NOW THEREFORE BE IT RESOLVED, the City of Muskegon hereby agrees to purchase Tract 1576 from the State of Michigan for the amount of five-thousand dollars (\$5,000.00) and agrees to dedicate the parcel to be used as Public Open Space for no less than 10-years from the date of the transfer.

Approved on (date) by:

ATTEST:

CITY OF MUSKEGON

Signature

Mayor Signature

APPLICATION TO PURCHASE AND AGREEMENT OF SALE CASH SALE

DISTRIBUTION: APPLICATION, FINANCE, REAL ESTATE.

MICHIGAN DEPARTMENT OF TRANSPORTATION AND STATE OF MICHIGAN POLICIES PROHIBIT DISCRIMINATION AGAINST PERSONS BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, MARITAL OR FAMILIAL STATUS, OR DISABILITY IN THE SALE OR RENTAL OF PROPERTY.

TRACT NO.	SALE PRICE	BID DEPOSIT	BALANCE
CONTROL SECTION	PARCEL	JOB	

The undersigned (Purchaser) offers and agrees to purchase the subject land now owned by the Michigan Department of Transportation (MDOT) and identified above, subject to all encumbrance, building and use restrictions, ordinances, and easements of record together with all improvements and appurtenances, if any, now in or on the premises and to pay the balance indicated above with the following conditions:

1. Sale may be subject to final approved by the State Transportation Commission and/or State Administrative Board. Failure of Purchaser to complete payment and close this transaction within 45 days after notification of State Transportation Commission and/or State Administrative Board approval will result in MDOT terminating the agreement and retaining the property. Purchaser will forfeit up to \$7,500 as liquidated damages if this property was sold at public auction or \$250 as liquidated damages if this property was sold by direct sale.
2. The bid deposit will be held by MDOT and under no circumstances will MDOT be liable for interest on the bid deposit.
3. This Application along with bid deposit must be submitted, and made payable to the State of Michigan – Michigan Department of Transportation. Payments may be in the form of Cash, Personal Check, Certified Check or Money Order. Payments should be delivered to MDOT.
4. A quitclaim deed conveying all interest of MDOT will be executed and delivered to the Purchaser upon receipt of payment in full. No title policy will be provided by MDOT and no closing costs will be paid by MDOT.
5. Purchaser will not assign, sell or transfer for collateral or for any other purpose, any of its rights or obligations under this agreement without prior written approval of MDOT.
6. The time periods set forth here may be extended at the sole discretion of MDOT.
7. The legal description for the subject land is attached.
8. Direct ingress and egress may be limited between the highway and the subject land as described in the legal description.
9. Title will be conveyed as follows:

☐ Single Man	☐ Joint Tenants	☐ Governmental Unit
☐ Married Man	☐ Tenants in Common	☐ Registered co-partnership
☐ Single Woman	☐ Michigan Corporation	☐ Assumed Name (dba)
☐ Married Woman	☐ Out-of-State Corporation	☐ Other _____
☐ Husband & Wife	☐ Limited Liability Company (LLC)	

LEGAL NAME

ADDRESS

CITY	STATE	ZIP
PHONE	EMAIL	

10. MDOT reserves the right to invade air space above subject land, including structures, by noise, vibrations, fumes or dust arising from construction, maintenance, repair, removal or use of the adjacent highway or street. Purchaser agrees not to assert any claim arising out of the right reserved by MDOT.
11. MDOT reserves the right to allow any existing public utility facility to go on to the subject land for the purpose of maintenance of said facility, be it on, over, or under the ground.

12. All water run-off and drainage from the abutting highway right-of-way will be allowed a free and uninterrupted flow over subject land. Purchaser will have no claim against MDOT for such water deposited on or flowing upon the land. Purchaser will not change the physical condition of subject land to impede the free flow of water run-off and drainage from the abutting highway right-of-way.

ENVIRONMENTAL DISCLOSER:

13. MDOT has (choose one):

- ☐ No information, reports, or testing regarding environmental condition of subject property in reference to hazardous substances.
- ☐ Information and/or testing results on environmental conditions of subject property in reference to hazardous substances.

MDOT recommends Purchaser review Part 201 Section 324.2012 of Public Act 451, 1994 for the Purchaser's liability, and liability exceptions.

14. **Purchaser may perform environmental testing in accordance with the procedures described in paragraph 15 of this Application.** MDOT will **not** pay for any testing or any analysis performed by the Purchaser on the subject property. Testing is defined as any type of environmental assessment including, but not limited to, records review, site inspection, soil boring analysis, groundwater analysis or soil analysis.

15. **If Purchaser desires to perform environmental testing, then Purchaser shall give MDOT written notification within 10 business days after the execution of this Application to perform environmental testing.** Purchaser must obtain a Right-of-Entry from MDOT in accordance with the procedures and in the manner provided by MDOT for obtaining such Right-of-Entry. If Purchaser fails to provide proper notice of his or her intent to perform environmental testing within the time prescribed herein, Purchaser's right to perform environmental testing shall be waived. In any event, Purchaser shall complete environmental testing within 90 calendar days from the date this Application has been executed by the Purchaser. If property notice of Purchaser's intent to perform environmental testing has not been received by MDOT and/or environmental testing has not been completed within 90 days from the date of this Application, then, in the event Purchaser wishes to terminate this Agreement, Purchaser will forfeit up to \$7,500 as liquidated damages if this property was sold at public auction or \$250 as liquidated damages if this property was sold by direct sale and MDOT will be under no obligation to refund such deposit.

Environmental Testing Performed with Property Notice

If test results document the presence of hazardous substances which will require remediation under applicable federal or state laws, either MDOT or the Purchaser may terminate this agreement and will be released from any further requirements of this agreement. In this event, notwithstanding any other provisions of this agreement to the contrary, all of the Purchaser's bid deposit will be returned by MDOT. MDOT will not be responsible for any interest on the bid deposit.

Applicant agreement to make test results available at no cost to MDOT at the conclusion of 90 calendar days. Applicant agrees to be solely liable for any damages or injuries which may occur to any person, personalty or real property as a result of the testing or audit.

Waiver of Environmental Testing

If written notice of intent to perform environmental testing has not been received within 10 business days after execution of this Application to Purchase and Agreement of Sale, then said environmental testing will be considered as waived by applicant and the bid deposit will not be refunded.

16. Unless otherwise permitted by law, and only in strict compliance with all state and federal environmental laws, Purchaser will not cause, permit, or suffer any "Hazardous Substance" to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used on, about or beneath the subject property or any portion of it until title to this land is transferred to Purchaser.
17. Purchaser agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Department of Transportation and all officers, agents and employees thereof from any and all claim for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

18. Please check if applicable:

☐ 10-Year Reverter

This deed conveying title is subject to a reversionary interest whereby the purchaser agrees that the premises will be used for public purposes and appurtenances for a continuous period of ten (10) years from the date the deed is delivered and accepted. If at any time within said ten (10) year period the purchaser and/or assigns and successors shall cease to so continuously use the premises, said premises shall automatically revert to the seller and/or its assigns and successors in fee simple absolute. If the premises during the aforementioned ten (10) year period is continually used by the purchaser and/or its assigns and successors for public purposes, then after the expiration of said ten (10) year period the purchaser and/or assigns and successors will hold the premises in fee simple absolute free of any possibility of reverter heretofore held by seller and/or its assigns and successors.

Release of the ten (10) year reversionary interest must be approved by the Michigan Department of Transportation Director. Compensation for release is based on the difference between the original sale price and the current market value of the property (less the value of improvements made by the purchaser) prorated over the ten (10) reversionary term. The current market value will be determined by an appraisal. Purchaser is responsible for bearing the appraisal cost.

☐ Permanent Reverter

The deed conveying title is subject to a reversionary interest whereby the purchaser agrees that the property will be used for transportation purposes. If at any time the property is not used for transportation purposes, property ownership will revert to the Michigan Department of Transportation.

☐ DNR Mineral Reservation Language

The deed conveying title is subject to saving and excepting out and always reserving unto the said State of Michigan, all mineral, coal, oil and gas, lying and being on, within or under the said lands whereby conveyed, except sand, gravel, clay or other nonmetallic minerals with full and free liberty and power to the said State of Michigan, its duly authorized officers, representatives and assigns, and its or their lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given at any time and from time to time, to enter upon said lands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, make merchantable, and taking away the said mineral, coal, oil and gas, except sand, gravel, clay or other nonmetallic minerals. Further, excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earth-works, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Part 761, Aboriginal Records and Antiquities, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended

☐ Title VI

The grantee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the grantee, shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the Michigan Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Michigan Department of Transportation and its assigns.

Special Provisions

SIGNATURE		DATE
AGENT FOR CORPORATION		
ADDRESS		PHONE
CITY	STATE	ZIP

CERTIFICATE OF SURVEY

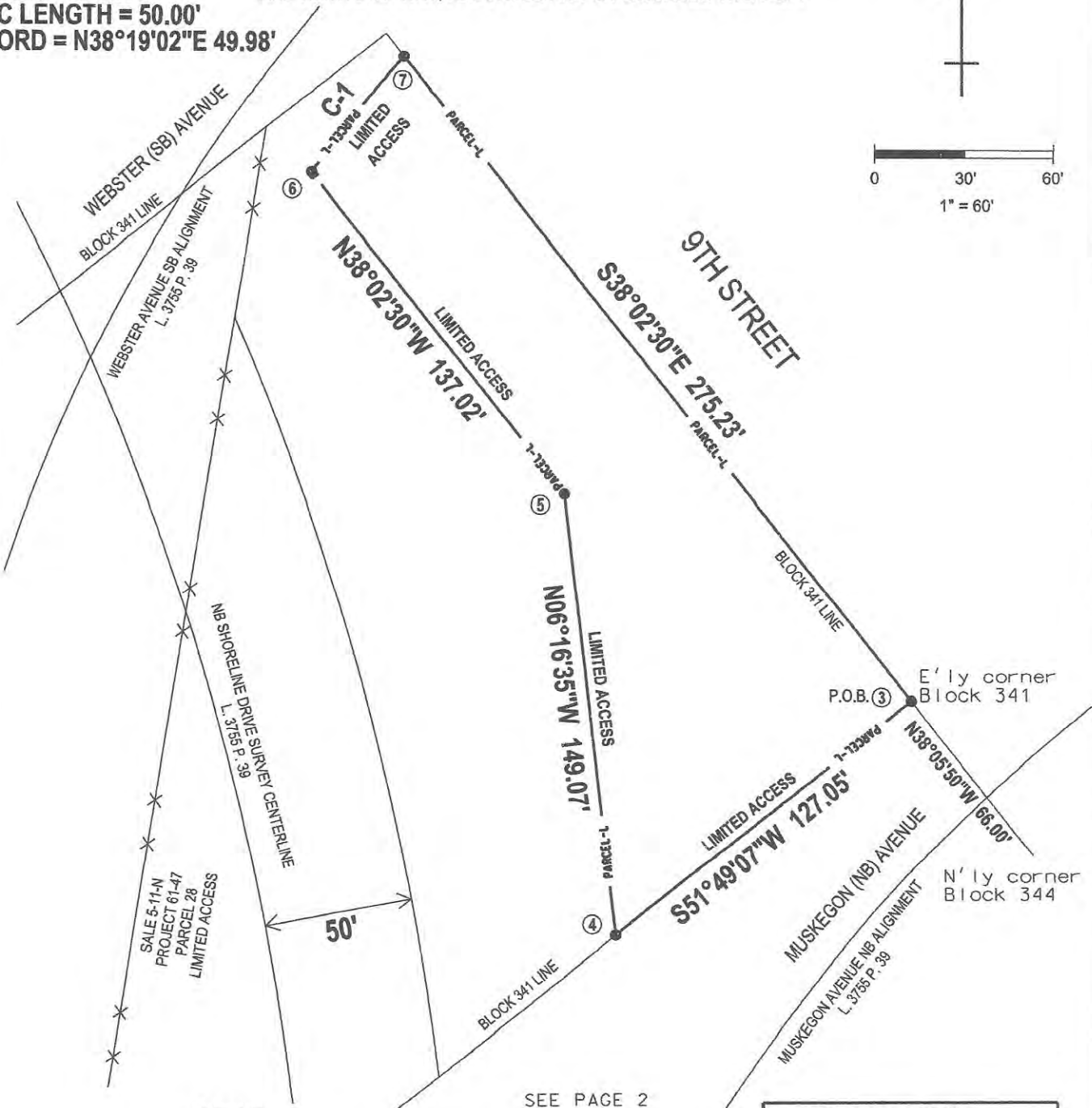
THIS SURVEY WAS PERFORMED FOR A PROPERTY TRANSFER FOR M.D.O.T.
R.O.W. EXCESS SALES. NO DIVISIONS OR SUBDIVISIONS WERE MADE, AS
DEFINED BY PUBLIC ACT 288 OF 1967, AS AMENDED, AND THE RESULTING
PARCEL SHALL BE SUBJECT TO ANY CONDITIONS, EASEMENTS, RESTRICTIONS,
AND RIGHTS-OF-WAY, RECORDED AND UNRECORDED THEREOF.

C-1

RADIUS = 542.44'

ARC LENGTH = 50.00'

CHORD = N38°19'02"E 49.98'



LEGEND:

- SET 5/8" IRON WITH CAP #41917 (UNLESS OTHERWISE NOTED)
- ⊕ FOUND PLSS CORNER
- R. RECORD
- M. MEASURED
- C. CALCULATED
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

SEE PAGE 2

COORDINATES (MCS83)

POINT#	NORTHING	EASTING
1	632461.165'	12617990.775'
2	632386.080'	12620250.350'
3	635453.588'	12619106.894'
4	635375.052'	12619007.026'
5	635523.224'	12618990.729'
6	635631.135'	12618906.294'
7	635670.352'	12618937.285'



I, Ronald R. Harris, being a Surveyor Licensed in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land, and that I have complied with the regulations of P.A. 132 of 1970 as amended.

R. Harris 07/06/2021
RONALD R. HARRIS, PS
LICENSED PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 41917

FOR: MICHIGAN DEPARTMENT OF TRANSPORTATION	
CS: 61151	211399ROW JN: PARCEL 28 TRACT 1576
ROUTE: US-31BR	DATE: 07/06/2021
DRAWN BY: RRH	SHEET 1 OF 3
CHECKED BY: RRH	
PREPARED BY: MICHIGAN DEPARTMENT OF TRANSPORTATION DESIGN SURVEY SUPPORT LANSING, MI	



NOT TO SCALE

NB SHORELINE DRIVE SURVEY CENTERLINE
L. 3756 P. 39

MUSKEGON AVENUE NB ALIGNMENT
L. 3755 P. 39

N'ly corner Block 344
N38°15'08"W 104.21'

N81°23'35"E 75.94'

N38°14'48"W 0.20'

N26°07'42"E 73.20'

N30°11'12"E 94.77'

EASTERLY LINE OF HIGHWAY EASEMENT RECORDED IN LIBER 3755 PAGE 39, MUSKEGON COUNTY RECORDS.

East line Glade St. extended

N02°17'47"E 83.06'

NE corner Lot 6 Block 343
North line Glade St
S87°51'04"E 66.00'

N02°17'47"E 106.39'

SE corner Lot 6 Block 343

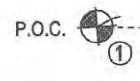
S87°58'39"E 5.81'

N61°16'00"E 67.91'

CONSTRUCTION CENTERLINE OF US-31BR (SEAWAY DRIVE)
N02°17'47"E 2509.76'

A-11 SW COR. SEC 30
T. 10 N., R. 16 W.
MUSKEGON COUNTY, MI
FOUND CORNER AS RECORDED IN
L. 2052 P. 582
MUSKEGON COUNTY RECORDS

B-11 S 1/4 COR. SEC 30
T. 10 N., R. 16 W.
MUSKEGON COUNTY, MI
FOUND CORNER AS RECORDED IN
L. 3583 P. 461
MUSKEGON COUNTY RECORDS



S88°05'48"E 827.55'

SOUTH LINE, SEC. 30 W. LAKETON AVENUE
S88°05'48"E 2260.69'



I, Ronald R. Harris, being a Surveyor Licensed in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land, and that I have complied with the regulations of P.A. 132 of 1970 as amended.

R.R.H. 07/08/2021
RONALD R. HARRIS, PS
LICENSED PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 41917

FOR:  Michigan Department of Transportation	
CS: 61151	211399ROW JN: PARCEL 28 TRACT 1576
ROUTE: US-31BR	DATE: 07/06/2021
DRAWN BY: RRH	SHEET
CHECKED BY: RRH	2 OF 3
PREPARED BY: MICHIGAN DEPARTMENT OF TRANSPORTATION DESIGN SURVEY SUPPORT LANSING, MI	

CERTIFICATE OF SURVEY

THIS SURVEY WAS PERFORMED FOR A PROPERTY TRANSFER FOR M.D.O.T. R.O.W. EXCESS SALES. NO DIVISIONS OR SUBDIVISIONS WERE MADE, AS DEFINED BY PUBLIC ACT 288 OF 1967, AS AMENDED, AND THE RESULTING PARCEL SHALL BE SUBJECT TO ANY CONDITIONS, EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY, RECORDED AND UNRECORDED THEREOF.

DESCRIPTION AS SURVEYED:

THIS PARCEL IS PART OF AN EASEMENT FOR HIGHWAY PURPOSES LOCATED IN THE REVISED PLAT OF 1903 OF THE CITY OF MUSKEGON (RECORDED IN LIBER 3 OF PLATS, PAGE 71), BEING IN PART OF SECTION 30, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, STATE OF MICHIGAN, SAID EASEMENT BEING RECORDED IN LIBER 3755, PAGE 39, MUSKEGON COUNTY RECORDS, SAID PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION, TOWN 10 NORTH, RANGE 16 WEST; THENCE SOUTH 88°05'48" EAST, 827.55 FEET ALONG THE SOUTH LINE OF SAID SECTION 30; THENCE NORTH 02°17'47" EAST, 2509.76 FEET ALONG THE CONSTRUCTION CENTERLINE OF US-31br (SEAWAY DRIVE) TO A POINT OF THE SOUTH LINE OF BLOCK 343;THE FOLLOWING THE BOUNDARY LINE OF THE RECORDED EASEMENT THE FOLLOWING 11 COURSES: 1) SOUTH 87°58'39" EAST, 5.81 FEET; 2) NORTH 61°16'00" EAST, 67.91 FEET; 3) NORTH 02°17'47" EAST, 106.39 FEET; 4) SOUTH 87°51'04" EAST, 66.00 FEET; 5) NORTH 02°17'47" EAST, 83.06 FEET; 6) NORTH 30°11'12" EAST, 94.77 FEET; 7) NORTH 38°14'48" WEST 0.20 FEET; 8) NORTH 26°07'42" EAST, 73.20 FEET; 9) NORTH 81°23'35" EAST, 75.94 FEET; 10) NORTH 38°15'08" WEST, 104.21 FEET; 11) NORTH 38°08'50" WEST, 66.00 FEET TO THE EASTERLY CORNER OF BLOCK 341 AND THE POINT OF BEGINNING OF THIS PARCEL: THENCE SOUTH 51°49'07" WEST, ALONG THE SOUTHEASTERLY LINE OF BLOCK 341, 127.05 FEET; THENCE NORTH 06°16'35" WEST, 149.07 FEET; THENCE NORTH 38°02'30" WEST, 137.02 FEET; THENCE 50.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 542.44 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 38°19'02" EAST, 49.98 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID BLOCK 341 (AND THE SOUTHWESTERLY RIGHT-OF-WAY OF 9th STREET); THE SOUTH 38°02'30" EAST, ALONG SAID BLOCK AND RIGHT-OF-WAY OF 9th STREET, 275.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.414 ACRES (18,051.22 SQ. FT.), MORE OR LESS. SUBJECT TO THE LIMITED ACCESS RIGHT-OF-WAY, AND TO ANY OTHERS EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S NOTE

THIS SURVEY WAS COMPLETED AND HEAVILY RELIED UPON THE RECORDED HIGHWAY EASEMENT DOCUMENT RECORDED IN LIBER 3755 PAGE 39, MUSKEGON COUNTY RECORDS, AND UTILIZING THE LOCATIONS THE SOUTHWEST AND SOUTH ¼ CORNERS OF SECTION 30, TOWN 10 NORTH, RANGE 16 WEST, CITY OF MUSKEGON, MUSKEGON COUNTY, MICHIGAN, AS WELL AS MDOT PROJECT JN59527C, TASK 3330-PAGE 487.



I, Ronald R. Harris, being a Surveyor Licensed in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land, and that I have complied with the regulations of P.A. 132 of 1970 as amended.

[Signature] 07/06/2021
RONALD R. HARRIS, PS DATE
LICENSED PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 41917

FOR:  Michigan Department of Transportation	
CS: 61151	211399ROW JN: PARCEL 28 TRACT 1576
ROUTE: US-31BR	DATE: 07/06/2021
DRAWN BY: RRH	SHEET 3 OF 3
CHECKED BY: RRH	
PREPARED BY: MICHIGAN DEPARTMENT OF TRANSPORTATION DESIGN SURVEY SUPPORT LANSING, MI	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 14 th , 2021	Title: NHS Revisions
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking to have portions of Peck Street, Sanford Street, and Terrace Street reclassified in terms of their NHS (National Highway System) and NFC (National Functional Classification) status.	
Detailed Summary: Staff has been working for several years with the West Michigan Shoreline Regional Development Commission (WMSRDC), the Michigan Department of Transportation (MDOT), and the City of Muskegon Heights to have several segments of street reclassified to better suit their current use. Historically Sanford, Peck and Terrace have served as state highways, and as critical routes to key Department of Defense industrial sites in the area (Continental Motors). This importance led to the streets being classified as NHS routes which in turn requires them to be constructed with wider lanes and heavier pavement to accommodate larger and heavier traffic. As times have changed the need for these roads to be classified as NHS routes has also changed. The proposal would remove these routes from the NHS entirely. In addition the roads will be reduced in classification from their current standing as principal arterial routes down to a more appropriate level of minor arterial. This change does not impact our Act 51 funding, and the roads will remain eligible for federal aid. The benefit derived from making this change is that the roads can be designed and reconstructed in such a way that does not require overly wide lanes that encourage speeding and heavy pavement designs which increase project costs.	
Amount Requested: \$0	Amount Budgeted: \$0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: Support the change in NHS and NFC designations for Peck, Sanford and Terrace Streets and authorize the City Manager to sign the attached letter formally requesting the changes.	
Check if the following Departments need to approve the item first: Police Dept. ☐	

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Affirmative Action
(231)724-6703
FAX (231)722-1214

Assessor/
Equalization Co.
(231)724-6386
FAX (231)724-1129

Cemetery/Forestry
(231)724-6783
FAX (231)724-4188

City Manager
(231)724-6724
FAX (231)722-1214

Clerk
(231)724-6705
FAX (231)724-4178

Comm. & Neigh.
Services
(231)724-6717
FAX (231)726-2501

Computer Info.
Technology
(231)724-4126
FAX (231)722-4301

Engineering
(231)724-6707
FAX (231)727-6904

Finance
(231)724-6713
FAX (231)726-2325

Fire Department
(231)724-6795
FAX (231)724-6985

Human Resources
Co. (Civil Service)
(231)724-6442
FAX (231)724-6840

Income Tax
(231)724-6770
FAX (231)724-6768

Mayor's Office
(231)724-6701
FAX (231)722-1214

Planning/Zoning
(231)724-6702
FAX (231)724-6790

Police Department
(231)724-6750
FAX (231)722-5140

Public Works
(231)724-4100
FAX (231)722-4188

SafeBuilt
(Inspections)
(231)724-6715
FAX (231)728-4371

Treasurer
(231)724-6720
FAX (231)724-6768

Water Billing
(231)724-6718
FAX (231)724-6768

Water Filtration
(231)724-4106
FAX (231)755-5290



December 15th, 2022

David Fairchild
Transportation Planner
System Monitoring and Reporting Unit
P.O. Box 30050
Lansing, Michigan 48909

Subject: National Highway System Revision

David:

The City of Muskegon is requesting the following revision to the NHS and NFC system.

Proposed NHS Revisions - City of Muskegon

ACTION	STREET	FROM	TO
Remove	Peck Street	South City limit	Apple Ave
Remove	Sanford Street	South City limit	Apple Ave
Remove	Terrace Street	Apple Ave	Shoreline Drive

Proposed NFC Revisions - City of Muskegon

ACTION	STREET	FROM	TO
Downgrade	Peck Street	3-Principal Arterial	4-Minor Arterial
Downgrade	Sanford Street	3-Principal Arterial	4-Minor Arterial
Downgrade	Terrace Street	3-Principal Arterial	4-Minor Arterial

On December 14th 2021, the City of Muskegon acted on and approved the changes to the NHS and NFC maps (see enclosed minutes).

Sincerely,

Frank Peterson
City Manager, City of Muskegon

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 14 th , 2021	Title: Project 91851 – Change Orders & Engineering Services Amendment
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking approval of Final Contract Modifications #004 and #005 with Jackson-Merkey Contractors and for approval of a Final Amendment (#004) of the Engineering Services Agreement with ENG, Inc. for Project 91851 (Spring / Yuba Street).	
Detailed Summary: Contract Modifications #004 and #005 with Jackson-Merkey Contractors detail all of the changes to specific work items that were required to successfully complete the project. There were a number of changes necessary due to the complex nature of the project along with unforeseen underground conditions in this oldest area of town. The project has required commission approval for Change Orders starting with Change Order #003 which added the work on Yuba Street and was above the staff approval threshold. If Contract Modification #004 and #005 are approved the final project contract amount will be \$3,477,719 on an original project amount of \$3,075,529 representing a 13% increase of which over 5% is a result of the additional Local Streets work on Yuba Street not related to the original project. Engineering Services Amendment #004 includes increased engineering costs required to provide engineering oversight and support on the project, which took considerably more time and effort than originally budgeted. If approved the Engineering Cost for this project will be \$364,105 which represents approximately 11% of the Construction Contract value and is in alignment with industry and expected standards for a project of this scope and scale. All of the SRF/DWRF project carried a budgeted contingency of 6%. Approval of these Change Orders and the Engineering Services Amendment will not exceed the budgeted contingency on the project package as a whole as several other projects completed well below their contingency amounts. For reference if approved the project will have remaining expenses estimated at \$973,111.40 and a remaining budget of \$975,607.00, no future reforecasts are anticipated.	
Amount Requested: Change Order #004 - \$156,367.69 Change Order #005 - \$104,697.69 ESA #004 - \$63,700.00	Amount Budgeted: \$975,607 Remaining (202/203/590/591-91851)

Fund(s) or Account(s): Various-91851-5346	Fund(s) or Account(s): Various-91851-5346
Recommended Motion: Authorize staff to approve Change Orders #004 and #005 with Jackson-Merkey Contractors, and authorize staff to approve Engineering Services Amendment #004 with ENG, Inc. for the work on Spring and Yuba Streets.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

Contract: .18051.00, Muskegon - SRF Project 4 & 10 Implementation

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
4		10/27/2021	No	\$156,367.69	\$3,075,529.30
Route		Managing Office		District	Entered By
		Eng., Inc.		03707	Harrington Chris
Contract Location					
Muskegon SRF Project					

Short Description

Contract Modification to add time and materials costs for various additional Work

Description of Changes

Contract Modification to add time and materials costs for additional Work completed in November 2020, April 2021, May 2021, and June 2021.

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Abandon Existing 16 inch Water Main	8237001	0495	0495	18051.00	0001	Original	-200.000	Ft	9.00000	\$-1,800.00
_ Abandon Existing 24 inch Sewer	2037001	0035	0035	18051.00	0001	Original	-30.000	Ft	23.00000	\$-690.00
_ Aggregate Base, 6 inch, 21AA, Modified	3027011	0620	0620	18051.00	0001	Extra	-106.800	Syd	10.75000	\$-1,148.10
_ Backfill, Lightweight, Iron Blast Furnace Slag Aggregate, LM	2067021	0070	0070	18051.00	0001	Original	-42.000	Cyd	45.00000	\$-1,890.00
_ Dr Structure Cover, ADA Compliant	4037050	0280	0280	18051.00	0001	Original	-1.000	Ea	475.00000	\$-475.00
_ Gate Valve and Box, 6 inch, Modified	8237050	0515	0515	18051.00	0001	Original	1.000	Ea	1,520.00000	\$1,520.00

Contract: .18051.00

Cont. Mod.: 4

Page 1 of 11



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Gate Valve and Box, 8 inch, Modified	8237050	0520	0520	18051.00	0001	Original	1.000	Ea	1,895.00000	\$1,895.00
_ Helical Pile	7057050	0305	0305	18051.00	0001	Original	5.000	Ea	2,200.00000	\$11,000.00
_ Pavt, Rem, Small Quantity	2047011	0625	0625	18051.00	0001	Extra	-174.400	Syd	7.27000	\$-1,267.89
_ Pollinator Tree, Coral Burst Crabapple, 6 foot	8157050	0450	0450	18051.00	0001	Original	-4.000	Ea	500.00000	\$-2,000.00
_ Sanitary Manhole, Drop Connection	4027050	0220	0220	18051.00	0001	Original	-1.000	Ea	935.00000	\$-935.00
_ Sanitary Sewer, PVC, 12 inch	4027001	0165	0165	18051.00	0001	Original	7.000	Ft	285.00000	\$1,995.00
_ Sanitary Sewer, PVC, 18 inch	4027001	0170	0170	18051.00	0001	Original	1.500	Ft	98.00000	\$147.00
_ Sanitary Sewer, PVC, 24 inch	4027001	0175	0175	18051.00	0001	Original	6.000	Ft	440.00000	\$2,640.00
_ Sanitary Sewer, PVC, 27 inch	4027001	0180	0180	18051.00	0001	Original	19.000	Ft	160.00000	\$3,040.00
_ Sanitary Sewer, PVC, 30 inch	4027001	0185	0185	18051.00	0001	Original	-3.500	Ft	209.00000	\$-731.50



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Sanitary Sewer, PVC, 6 inch	4027001	0195	0195	18051.00	0001	Original	84.000	Ft	60.50000	\$5,082.00
_ Sanitary Sewer, PVC, 8 inch	4027001	0200	0200	18051.00	0001	Original	87.500	Ft	76.60000	\$6,702.50
_ Sewer Bulkhead	4027050	0230	0230	18051.00	0001	Original	9.000	Ea	880.00000	\$7,920.00
_ Water Main Fitting, 12 inch, 45 Deg Bend	8237050	0525	0525	18051.00	0001	Original	1.000	Ea	1,225.00000	\$1,225.00
_ Water Main Fitting, 12 inch, Cap Off	8237050	0530	0530	18051.00	0001	Original	-1.000	Ea	885.00000	\$-885.00
_ Water Main Fitting, 12 inch, Sleeve	8237050	0535	0535	18051.00	0001	Original	-1.000	Ea	2,610.00000	\$-2,610.00
_ Water Main Fitting, 16 inch x 12 inch, Reducer	8237050	0540	0540	18051.00	0001	Original	-1.000	Ea	1,465.00000	\$-1,465.00
_ Water Main Fitting, 16 inch x 16 inch, Tee	8237050	0550	0550	18051.00	0001	Original	1.000	Ea	3,135.00000	\$3,135.00
_ Water Main Fitting, 16 inch x 6 inch, Tee	8237050	0555	0555	18051.00	0001	Original	1.000	Ea	2,365.00000	\$2,365.00
_ Water Main Fitting, 16 inch, 45 Deg Bend	8237050	0570	0570	18051.00	0001	Original	4.000	Ea	2,000.00000	\$8,000.00



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Water Main Fitting, 16 inch, Cap Off	8237050	0575	0575	18051.00	0001	Original	3.000	Ea	1,230.00000	\$3,690.00
_ Water Main Fitting, 16 inch, Sleeve	8237050	0580	0580	18051.00	0001	Original	2.000	Ea	4,575.00000	\$9,150.00
_ Water Main Fitting, 6 inch, 45 Deg Bend	8237050	0585	0585	18051.00	0001	Original	-2.000	Ea	500.00000	\$-1,000.00
_ Water Main Fitting, 6 inch, Cap Off	8237050	0590	0590	18051.00	0001	Original	1.000	Ea	515.00000	\$515.00
_ Water Main Fitting, 6 inch, Sleeve	8237050	0595	0595	18051.00	0001	Original	1.000	Ea	1,055.00000	\$1,055.00
_ Water Main Fitting, 8 inch x 6 inch, Red ucer	8237050	0600	0600	18051.00	0001	Original	2.000	Ea	845.00000	\$1,690.00
_ Water Main Fitting, 8 inch, 45 Deg Bend	8237050	0605	0605	18051.00	0001	Original	5.000	Ea	885.00000	\$4,425.00
_ Water Main Fitting, 8 inch, Sleeve	8237050	0610	0610	18051.00	0001	Original	2.000	Ea	1,210.00000	\$2,420.00
_ Water Main, Connect to Existing	8237050	0615	0615	18051.00	0001	Original	1.000	Ea	1,275.00000	\$1,275.00
_ Water Main, Fusible PVC, 16 inch, Tr Det G	8237001	0500	0500	18051.00	0001	Original	-315.000	Ft	115.00000	\$-36,225.00

Reason: Not used



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Aggregate Base, 10 inch	3020026	0100	0100	18051.00	0001	Original	822.419	Syd	10.75000	\$8,841.00
Reason: Additional Agg Base used for redesign of Yuba from Cedar to Spring										
Aggregate Base, 3 inch 21AA, Mod	3020008	0645	0645	18051.00	0001	Extra	-0.500	Syd	4.00000	\$-2.00
Curb and Gutter, Conc, Det F4	8020038	0325	0325	18051.00	0001	Original	130.500	Ft	12.65000	\$1,650.83
Curb Ramp Opening, Conc	8030030	0340	0340	18051.00	0001	Original	61.000	Ft	15.00000	\$915.00
Detectable Warning Surface Detectable Warning Surface Modified	8030010	0740	0740	18051.00	0001	Extra	-4.500	Ft	45.00000	\$-202.50
Dr Str, Add Depth of 48in dia, 8Ft-15Ft	4030250	0260	0260	18051.00	0001	Original	-0.500	Ft	700.00000	\$-350.00
Dr Structure, Tap, 12 inch	4030312	0270	0270	18051.00	0001	Original	1.000	Ea	1,400.00000	\$1,400.00
Dr Structure, Tap, 8 inch	4030308	0265	0265	18051.00	0001	Original	-1.000	Ea	550.00000	\$-550.00
Driveway Opening, Conc, Det M	8020050	0330	0330	18051.00	0001	Original	44.500	Ft	15.00000	\$667.50
Erosion Control, Check Dam, Stone	2080012	0075	0075	18051.00	0001	Original	-3.000	Ft	215.00000	\$-645.00



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Machine Grading	2050030	0055	0055	18051.00	0001	Original	2.220	Sta	2,950.00000	\$6,549.00
Maintenance Gravel, LM	3060021	0115	0115	18051.00	0001	Original	-59.600	Cyd	13.00000	\$-774.80
Pavt Mrkg, Waterborne, 6 inch, White Pavt Mrkg, Waterborne, 6 inch, White	8110233	0755	0755	18051.00	0001	Extra	-1.000	Ft	2.89000	\$-2.89
Pavt Mrkg, Waterborne, 6 inch, Yellow Pavt Mrkg, Waterborne, 6 inch, Yellow	8110234	0760	0760	18051.00	0001	Extra	-37.000	Ft	2.89000	\$-106.93
Sewer Tap, 10 inch	4021203	0150	0150	18051.00	0001	Original	-1.000	Ea	550.00000	\$-550.00
Sewer Tap, 30 inch	4021208	0155	0155	18051.00	0001	Original	-1.000	Ea	1,360.00000	\$-1,360.00
Sewer Tap, 8 inch	4021202	0145	0145	18051.00	0001	Original	1.000	Ea	500.00000	\$500.00
Sewer, CI A, 48 inch, Tr Det B	4020040	0140	0140	18051.00	0001	Original	-20.000	Ft	300.00000	\$-6,000.00
Sewer, Rem, 24 inch to 48 inch	2030016	0020	0020	18051.00	0001	Original	88.000	Ft	43.00000	\$3,784.00



Contract Modification

Eng., Inc.

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FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Sewer, Rem, Over 48 inch	2030017	0025	0025	18051.00	0001	Original	34.000	Ft	60.00000	\$2,040.00
Shoulder, CI I, 6 inch	3070108	0120	0120	18051.00	0001	Original	-50.440	Syd	21.00000	\$-1,059.24
Sidewalk Ramp, Conc, 6 inch	8030036	0345	0345	18051.00	0001	Original	480.500	Sft	4.50000	\$2,162.25
Sidewalk, Conc, 4 inch	8030044	0350	0350	18051.00	0001	Original	3,504.900	Sft	3.20000	\$11,215.68
Water Main, DI, 12 inch, Tr Det G	8230166	0485	0485	18051.00	0001	Original	-7.000	Ft	126.00000	\$-882.00
Water Main, DI, 16 inch, Tr Det G	8230171	0490	0490	18051.00	0001	Original	22.500	Ft	109.00000	\$2,452.50
Water Main, DI, 6 inch, Tr Det G	8230151	0475	0475	18051.00	0001	Original	45.000	Ft	93.00000	\$4,185.00
Water Main, DI, 8 inch, Tr Det G	8230156	0480	0480	18051.00	0001	Original	-23.000	Ft	71.00000	\$-1,633.00

Total Dollar Value: \$60,008.41

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
12" Concrete Pipe Plug	8127050	0905	0905	18051.00	0000	Extra	1.000	Ea	76.00000	\$76.00

Reason: Additional Water Main Items



Contract Modification

Eng., Inc.

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FieldManager 5.3c

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ 16" MJ Nitrile Gasket - Material Only	8127050	0860	0860	18051.00	0000	Extra	8.000	Ea	74.00000	\$592.00
Reason: Additional Water Main Items										
_ 16" Water Main with Restrained Nitrile Gaskets and Poly Wrap	8237001	0855	0855	18051.00	0000	Extra	312.000	Ft	151.79000	\$47,358.48
Reason: Spring Street										
_ 16" x 4" DI Tee	8127050	0900	0900	18051.00	0000	Extra	1.000	Ea	4,002.00000	\$4,002.00
Reason: Additional Water Main Items										
_ 4" DI Pipe with Poly Wrap	8127001	0895	0895	18051.00	0000	Extra	47.000	Ft	108.00000	\$5,076.00
Reason: Additional Water Main Items										
_ 4" MJ Cap	8127050	0890	0890	18051.00	0000	Extra	1.000	Ea	458.00000	\$458.00
Reason: Additional Water Main Items										
_ 4" MJ Nitrile Gasket - Material Only	8127050	0870	0870	18051.00	0000	Extra	15.000	Ea	4.00000	\$60.00
Reason: Additional Water Main Items										
_ 4" Restraint Nitrile - Material Only	8127050	0880	0880	18051.00	0000	Extra	3.000	Ea	173.00000	\$519.00
Reason: Additional Water Main Items										
_ 4" Valve	8127050	0885	0885	18051.00	0000	Extra	1.000	Ea	1,451.00000	\$1,451.00
Reason: Additional Water Main Items										
_ 6" MJ Nitrile Gasket - Material Only	8127050	0865	0865	18051.00	0000	Extra	4.000	Ea	38.00000	\$152.00
Reason: Additional Water Main Items										



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ 6" Restraint Nitrile - Material Only	8127050	0875	0875	18051.00	0000	Extra	3.000	Ea	237.00000	\$711.00
Reason: Additional Water Main Items										
_ 8" Sanitary - Webster Existing to San MH S Connection - (Matl Cost Diff)	8027001	0915	0915	18051.00	0000	Extra	112.000	Ft	4.15000	\$464.80
Reason: additional sanitary sewer										
_ Additional Efforts for Box Sewer Removal	2047051	0820	0820	18051.00	0000	Extra	1.000	LS	1,983.00000	\$1,983.00
Reason: See Attachment										
_ E2 Curb	8027001	0910	0910	18051.00	0000	Extra	70.000	Ft	22.00000	\$1,540.00
Reason: backside of sidewalk on SW side of Spring Street near Muskegon Ave										
_ Missing Sanitary MH R Invert	2047051	0805	0805	18051.00	0000	Extra	1.000	LS	624.00000	\$624.00
Reason: See Attachment										
_ OS WM Connections - Additional Material Cost Only	2047051	0845	0845	18051.00	0000	Extra	1.000	LS	900.00000	\$900.00
Reason: See Attachment										
_ Oversized Sleeves and Caps for WM Connection at Cedar and Yuba - Mat. Only	2047051	0830	0830	18051.00	0000	Extra	1.000	LS	1,200.00000	\$1,200.00
Reason: See Attachment										
_ Ref #3 T&M Work	7077051	0920	0920	18051.00	0000	Extra	1.000	LS	6,958.00000	\$6,958.00
Reason: Utility conflict on Pine Street between the water main and new sanitary sewer										



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Storm Adjustments in Storm MH 7 and CB 7A Reason: See Attachment	2047051	0850	0850	18051.00	0000	Extra	1.000	LS	1,654.00000	\$1,654.00
_ Storm MH 7 Invert Error Reason: See Attachment	2047051	0825	0825	18051.00	0000	Extra	1.000	LS	1,971.00000	\$1,971.00
_ Storm Removal at Spring and Yuba Intersection Reason: See Attachment	2047051	0835	0835	18051.00	0000	Extra	1.000	LS	1,239.00000	\$1,239.00
_ Support City's Water Main Repair at Webster and Spring Reason: See Attachment	2047051	0800	0800	18051.00	0000	Extra	1.000	LS	2,788.00000	\$2,788.00
_ Unmarked Concrete Obstruction at Clay and Spring Street Reason: See Attachment	2047051	0810	0810	18051.00	0000	Extra	1.000	LS	5,597.00000	\$5,597.00
_ Unmarked Storm Sewer Stub at Existing Storm MH 507 Reason: See Attachment	2047051	0815	0815	18051.00	0000	Extra	1.000	LS	8,985.00000	\$8,985.00

Total Dollar Value: \$96,359.28



Contract Modification

Eng., Inc.

10/27/2021 4:09 PM

FieldManager 5.3c

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
18051.00	Muskegon - SRF Project 4 & 10 Implementation		XMPT	STUL		
0000						\$96,359.28
0001	Participating					\$60,008.41
Total:						\$156,367.69

Total Net Change Amount: **\$156,367.69**

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

RECOMMENDED: Eng., Inc.

APPROVED: City of Muskegon

ENGINEER (Authorized Signature)

Date

OWNER (Authorized Signature)

Date

ACCEPTED: Jackson-Merkey Contractors, Inc

10/29/21

CONTRACTOR (Authorized Signature)

Date

Signature

Date



Contract Modification

Eng., Inc.

12/7/2021 12:02 PM

FieldManager 5.3c

Contract: .18051.00, Muskegon - SRF Project 4 & 10 Implementation

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
5	2	12/7/2021	No	\$102,563.27	\$3,075,529.30
Route		Managing Office		District	Entered By
		Eng., Inc.		03707	Harrington Chris
Contract Location					
Muskegon SRF Project					

Short Description

Contract Modification No. 5 to balance completed items and add Extras

Description of Changes

Contract Modification No. 5 to balance completed items and add Extras from the Yuba Street Extension and Spring Street irrigation repairs.

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Curb and Gutter, Conc, Det F4, Yuba	8027001	0795	0795	18051.00	0001	Extra	117.000	Ft	19.95000	\$2,334.15
Reason: As Constructed										
_ Dr Structure Cover, ADA Compliant	4037050	0280	0280	18051.00	0001	Original	1.000	Ea	475.00000	\$475.00
Reason: As Constructed Quantity										
_ Dr Structure Cover, Modified	4037050	0285	0285	18051.00	0001	Original	-3.000	Ea	435.00000	\$-1,305.00
Reason: As Constructed										
_ Dr Structure Cover, Modified, Yuba	4037050	0790	0790	18051.00	0001	Extra	2.000	Ea	526.00000	\$1,052.00
Reason: As Constructed										
_ Helical Pile, Load Test	7057050	0310	0310	18051.00	0001	Original	-0.620	Ea	6,000.00000	\$-3,720.00
Reason: As Constructed										



Contract Modification

Eng., Inc.

12/7/2021 12:02 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Machine Grading, Modified	2017002	0770	0770	18051.00	0001	Extra	-0.300	Sta	1,275.00000	\$-382.50
Reason: As Constructed										
_ Pavt, Rem, Modified	2047011	0050	0050	18051.00	0001	Original	1,712.250	Syd	3.00000	\$5,136.75
Reason: As Constructed										
_ Pollinator Tree, Coral Burst Crabapple, 6 foot	8157050	0450	0450	18051.00	0001	Original	4.000	Ea	500.00000	\$2,000.00
Reason: As Constructed										
_ Sanitary Manhole, 48 inch Dia	4027050	0205	0205	18051.00	0001	Original	-11.000	Ea	3,200.00000	\$-35,200.00
Reason: As Constructed										
_ Sanitary Manhole, 60 inch Dia	4027050	0210	0210	18051.00	0001	Original	6.000	Ea	9,000.00000	\$54,000.00
Reason: As Constructed										
_ Sanitary Sewer, PVC, 18 inch	4027001	0170	0170	18051.00	0001	Original	5.000	Ft	98.00000	\$490.00
Reason: As Constructed										
_ Sanitary Sewer, PVC, 24 inch	4027001	0175	0175	18051.00	0001	Original	1.000	Ft	440.00000	\$440.00
Reason: As Constructed Quantity										
_ Sanitary Sewer, PVC, 8 inch	4027001	0200	0200	18051.00	0001	Original	77.500	Ft	76.60000	\$5,936.50
Reason: As Constructed Quantity										
_ Subbase, CIP, Yuba	3017021	0785	0785	18051.00	0001	Extra	-703.410	Cyd	12.00000	\$-8,440.92
Reason: As Constructed										



Contract Modification

Eng., Inc.

12/7/2021 12:02 PM

FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Textured Asphalt Crosswalk	5017010	0300	0300	18051.00	0001	Original	157.000	Sft	13.25000	\$2,080.25
Reason: As Constructed										
Turf Establishment, Performance	8167011	0460	0460	18051.00	0001	Original	7,692.400	Syd	4.00000	\$30,769.60
Reason: As Constructed										
Aggregate Base, 10 inch	3020026	0100	0100	18051.00	0001	Original	730.701	Syd	10.75000	\$7,855.04
Reason: As Constructed										
Aggregate Base, 5 inch	3020012	0095	0095	18051.00	0001	Original	85.330	Syd	6.50000	\$554.65
Reason: As Constructed										
Barr,TypeIII,HighInten,I	8120012	0395	0395	18051.00	0001	Original	10.000	Ea	120.00000	\$1,200.00
Reason: As Constructed										
Barr,TypeIII,HighInten,I	8120013	0400	0400	18051.00	0001	Original	10.000	Ea	5.00000	\$50.00
Reason: As Constructed										
Culv End Sect, 12 inch	4010012	0125	0125	18051.00	0001	Original	-2.000	Ea	1,100.00000	\$-2,200.00
Reason: As Constructed										
Curb and Gutter, Conc, Det F4	8020038	0325	0325	18051.00	0001	Original	25.500	Ft	12.65000	\$322.58
Reason: As Constructed										
Curb and Gutter, Rem	2040020	0040	0040	18051.00	0001	Original	778.000	Ft	4.75000	\$3,695.50
Reason: As Constructed										



Contract Modification

Eng., Inc.

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FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Dr Structure Cover, Adj, Case 1	4030005	0245	0245	18051.00	0001	Original	3.000	Ea	620.00000	\$1,860.00
Reason: As Constructed										
Dr Structure, 48 inch dia	4030210	0250	0250	18051.00	0001	Original	-2.000	Ea	2,255.00000	\$-4,510.00
Reason: As Constructed										
Dr Structure, 60 inch dia	4030220	0255	0255	18051.00	0001	Original	-1.000	Ea	3,160.00000	\$-3,160.00
Reason: As Constructed										
Dr Structure, Rem	2030011	0010	0010	18051.00	0001	Original	8.000	Ea	785.00000	\$6,280.00
Reason: As Constructed										
Dr Structure, Tap, 8 inch	4030308	0265	0265	18051.00	0001	Original	1.000	Ea	550.00000	\$550.00
Reason: As Constructed										
Dr Structure, Temp Lowering	4030390	0275	0275	18051.00	0001	Original	6.000	Ea	425.00000	\$2,550.00
Reason: As Constructed										
Driveway, Nonreinf Conc, 6 inch	8010005	0320	0320	18051.00	0001	Original	92.790	Syd	24.80000	\$2,301.19
Reason: As Constructed										
Erosion Control, Silt Fence	2080036	0085	0085	18051.00	0001	Original	-812.000	Ft	3.00000	\$-2,436.00
Reason: As Constructed										
HMA Approach	5010061	0295	0295	18051.00	0001	Original	-262.280	Ton	130.00000	\$-34,096.40
Reason: As Constructed										



Contract Modification

Eng., Inc.

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FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
HMA, 13A	5010033	0290	0290	18051.00	0001	Original	742.200	Ton	99.60000	\$73,923.12
Reason: As Constructed										
Lighted Arrow, Type C, 8120140 Furn		0405	0405	18051.00	0001	Original	-1.000	Ea	500.00000	\$-500.00
Reason: As Constructed										
Lighted Arrow, Type C, 8120141 Oper		0410	0410	18051.00	0001	Original	-1.000	Ea	200.00000	\$-200.00
Reason: As Constructed										
Machine Grading	2050030	0055	0055	18051.00	0001	Original	4.040	Sta	2,950.00000	\$11,918.00
Reason: As Constructed										
Maintenance Gravel, LM	3060021	0115	0115	18051.00	0001	Original	57.100	Cyd	13.00000	\$742.30
Reason: As Constructed										
Non Haz Contam Matl Handling & Disp, LM	2050031	0060	0060	18051.00	0001	Original	-693.000	Cyd	50.00000	\$-34,650.00
Reason: As Constructed										
Pavt Mrkg, Ovly Cold Plastic, 6in, X-Walk	8110024	0365	0365	18051.00	0001	Original	44.000	Ft	3.00000	\$132.00
Reason: As Constructed										
Pavt Mrkg, Waterborne, 4 inch, White	8110231	0375	0375	18051.00	0001	Original	-25.000	Ft	1.00000	\$-25.00
Reason: As Constructed										
Pavt Mrkg, Waterborne, 4 inch, Yellow	8110232	0380	0380	18051.00	0001	Original	-2,364.000	Ft	0.50000	\$-1,182.00
Reason: As Constructed										



Contract Modification

Eng., Inc.

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FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Pavt Mrkg, Waterborne, 6 inch, White Pavt Mrkg, Waterborne, 6 inch, White	8110233	0755	0755	18051.00	0001	Extra	1.000	Ft	2.89000	\$2.89
Reason: As Constructed										
Pavt Mrkg, Waterborne, 6 inch, Yellow Pavt Mrkg, Waterborne, 6 inch, Yellow	8110234	0760	0760	18051.00	0001	Extra	543.000	Ft	2.89000	\$1,569.27
Reason: As Constructed										
Pavt Mrkg,Ovly ColdPlastic,24in,Stop Bar	8110045	0370	0370	18051.00	0001	Original	38.000	Ft	10.00000	\$380.00
Reason: As Constructed										
Pavt Mrkg,Waterborne,2nd Appl,4,White	8110251	0385	0385	18051.00	0001	Original	-50.000	Ft	1.00000	\$-50.00
Reason: As Constructed										
Pavt Mrkg,Waterborne,2nd Appl,4,Yellow	8110252	0390	0390	18051.00	0001	Original	-2,400.000	Ft	0.50000	\$-1,200.00
Reason: As Constructed										
Sewer Tap, 30 inch	4021208	0155	0155	18051.00	0001	Original	1.000	Ea	1,360.00000	\$1,360.00
Reason: As Constructed										
Sewer, CI A, 12 inch, Tr Det B	4020033	0130	0130	18051.00	0001	Original	-6.000	Ft	50.00000	\$-300.00
Reason: As Constructed										
Sewer, Rem, Less than 24 inch	2030015	0015	0015	18051.00	0001	Original	65.000	Ft	23.00000	\$1,495.00
Reason: As Constructed										



Contract Modification

Eng., Inc.

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FieldManager 5.3c

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Sidewalk, Rem	2040055	0045	0045	18051.00	0001	Original	346.400	Syd	6.00000	\$2,078.40
Sign, Type B, Temp, Prismatic, Furn	8120350	0440	0440	18051.00	0001	Original	287.500	Sft	4.00000	\$1,150.00
Reason: As Constructed										
Sign, Type B, Temp, Prismatic, Oper	8120351	0445	0445	18051.00	0001	Original	287.500	Sft	1.00000	\$287.50
Reason: As Constructed										
Subbase, CIP	3010002	0090	0090	18051.00	0001	Original	-1,303.000	Cyd	1.00000	\$-1,303.00
Reason: As Constructed										
Video Taping Sewer and Culv Pipe	4021275	0160	0160	18051.00	0001	Original	-1,129.700	Ft	2.00000	\$-2,259.40
Reason: As Constructed										
Water Main, DI, 12 inch, Tr Det G	8230166	0485	0485	18051.00	0001	Original	4.000	Ft	126.00000	\$504.00
Reason: As Constructed										
Water Main, DI, 16 inch, Tr Det G	8230171	0490	0490	18051.00	0001	Original	8.500	Ft	109.00000	\$926.50
Reason: As Constructed										

Total Dollar Value: **\$91,281.97**

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Additional Valve Box Top Section	4017051	0930	0930	18051.00	0000	Extra	1.000	LS	71.00000	\$71.00
Reason: See Attachment										



Contract Modification

Eng., Inc.

12/7/2021 12:02 PM

FieldManager 5.3c

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Double K Casting Upgrade - Material Only	4017051	0940	0940	18051.00	0000	Extra	1.000	LS	1,518.00000	\$1,518.00
Reason: See Attachment										
_ Manhole Abandonment	4017051	0945	0945	18051.00	0000	Extra	1.000	LS	508.00000	\$508.00
Reason: See Attachment										
_ Pavement Marking Removal	8117001	0980	0980	18051.00	0000	Extra	300.000	Ft	1.15000	\$345.00
Reason: additional pavement marking removal										
_ Pavt Mrkg, Waterborne, White Right Turn Arrow Sym	8127050	0970	0970	18051.00	0000	Extra	1.000	Ea	86.25000	\$86.25
Reason: Extra pavement markings										
_ Pavt Mrkg, Waterborne, White, Merge Arrow Sym	8127050	0965	0965	18051.00	0000	Extra	1.000	Ea	172.50000	\$172.50
Reason: Additional pavement markings										
_ Pavt Mrkg, Waterborne, White, Thru Arrow Sym	8127050	0975	0975	18051.00	0000	Extra	1.000	Ea	74.75000	\$74.75
Reason: Additional pavement markings										
_ Robotics File Adjustment	4017051	0925	0925	18051.00	0000	Extra	1.000	LS	368.00000	\$368.00
Reason: See Attachment										
_ Specialty Adjustment Rings	4017051	0950	0950	18051.00	0000	Extra	1.000	LS	325.00000	\$325.00
Reason: See Attachment										



Contract Modification

Eng., Inc.

12/7/2021 12:02 PM

FieldManager 5.3c

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Spring St - Irrigation Repairs C-Station	4017051	0955	0955	18051.00	0000	Extra	1.000	LS	1,726.20000	\$1,726.20
Reason: See Attachment										
_ Spring St. - Irrigation Repairs 111 W Western Ave	4017051	0960	0960	18051.00	0000	Extra	1.000	LS	159.60000	\$159.60
Reason: See Attachment										
_ Unused Drainage Structures	4017051	0935	0935	18051.00	0000	Extra	1.000	LS	2,727.00000	\$2,727.00
Reason: See Attachment										
_ Webster Permanent Signs Addition	8167051	0985	0985	18051.00	0000	Extra	1.000	LS	3,200.00000	\$3,200.00
Reason: Permanent Signs added to Webster										

Total Dollar Value: \$11,281.30

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
18051.00	Muskegon - SRF Project 4 & 10 Implementation		XMPT	STUL		
0000						\$11,281.30
0001	Participating					\$91,281.97
Total:						\$102,563.27
Total Net Change Amount:						\$102,563.27



Contract Modification

Eng., Inc.

12/7/2021 12:02 PM

FieldManager 5.3c

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

RECOMMENDED: Eng., Inc.		APPROVED: City of Muskegon	
_____	_____	_____	_____
ENGINEER (Authorized Signature)	Date	OWNER (Authorized Signature)	Date
ACCEPTED: Jackson-Merkey Contractors, Inc			
_____	12/7/2021	_____	_____
CONTRACTOR (Authorized Signature)	Date	Signature	Date

September 22, 2021

Mr. Leo Evans, PE, Director
Department of Public Works
City of Muskegon
1350 Keating Ave.
Muskegon, MI 49442

RE: Contract Amendment No. 4, FY 2019
SRF/DWRF Project Implementation
Spring Street Sewer Re-Route

Dear Mr. Evans:

As we discussed, this letter is a request for a contract amendment to include additional design and construction engineering services for the referenced project. The additional scope of work includes design, EGLE permitting, and construction engineering to improve the storm water outfall to Ryerson Creek near the intersection of Spring Street and Webster Avenue. The amendment also includes additional construction engineering for the increased timeframe to complete the original work on Spring Street and additional work on Yuba Street, both of which are nearing completion.

Ryerson Creek Outfall Improvements:

The Ryerson Creek outfall improvements include the design and EGLE permitting to replace the failing 24-inch CSP culvert to Ryerson Creek with a relocated open drain system including pre-treatment forebay. We anticipate this work will be done in October and November of this year and we anticipate a 2-week construction duration with construction staking included.

Based on this understanding of the additional scope of services we anticipate the following costs:

Design & Permitting Phase:	\$5,500
Construction Phase:	\$8,000

Spring Street and Yuba Street Construction Phase:

Our original proposal for the Spring Street and Bourdon Street alley sewer project was prepared in October 2018 prior to any design work being completed, and based upon an assumed 22-week construction duration. The construction inspection, administration, and engineering supervision hours were also based upon a 22-week timeframe in 2020.

The construction work began in August 2020 and paused in November 2020 for winter. Work resumed March 23, 2021 and has been ongoing since that time with minor pauses. Pursuant to Amendment No. 3 earlier this year and with the project nearing substantial completion, our team has incurred 10 additional weeks of construction timeframe from that amendment with the following breakdown of fees:

Construction Inspection (50 hrs/wk):	\$ 42,500
Construction Administration (4 hrs/wk):	\$ 4,000
Engineering Supervision (2 hrs/wk):	\$ 3,700

Summary:

The following summarizes the additional fees requested:

Ryerson Creek Outfall Improvements:	\$ 13,500
Spring Street & Yuba Street Construction Phase:	<u>\$ 50,200</u>
Total Additional:	\$ 63,700

The contract amendment, if approved, would adjust our contract amount from \$300,405 to \$364,105. This is approximately 11.2% of the construction cost.

Thank you for your consideration of this request. If this request meets with your approval, please sign and date it where indicated below to authorize the contract amendment, and return it to our office.

Sincerely,

Eng., Inc.



Ryan C. McEnhill, PE
President

Proposed Contract Amendment accepted by the City of Muskegon:

Authorized Signature

Date

Printed Name

Title

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 14 th , 2021	Title: Edgewater Resources Engineering Services Agreement
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking approval of two (2) Engineering Services Agreements with Edgewater Resources related to the development of public infrastructure at Adelaide Pointe.	
Detailed Summary: Both of these Engineering Services Agreements cover items for development that are partially funded by the City and partially funded by the Developer. As such the standard purchasing policy was not used for procurement. The proposal was requested from the developers engineer as they are the best suited to complete this joint investment portion of the project based on their prior work at the site. The remaining public infrastructure items (streets, water, sewer, etc...) will be recommended for Commission Approval via a Request for Proposals process at a later date. • The work contained within the first ESA encompasses the permitting required for the work in the East Basin (Formerly the Hartshorn Marina Small Boat Basin). The project work will require completion of a Joint Permit Application to MDEGLE with concurrence and review from the USACE and USCG. • The work contained within the second ESA encompasses the design, bidding and construction engineering for the lift well and launch ramp elements of the east basin. As noted above these are considered public infrastructure improvements per the Development Agreement and Brownfield Plan. In conjunction with the work outlined in these two ESA documents Edgewater Resources will also be completing permitting and engineering for the non-public portions of the work at developers expense within the east basin which includes additional dredging, construction of shopper docks, and other items. Staff is recommending that these ESA's be approved conditional to the sale of the bonds to finance the public infrastructure on the site.	
Amount Requested: Permitting ESA = \$15,000 Lift Well & Ramp ESA = \$85,000	Amount Budgeted: Estimated \$10M Bond Revenue for Public Infrastructure at a TBD Future Date
Fund(s) or Account(s): TBD Brownfield Fund	Fund(s) or Account(s): TBD Brownfield Fund

Recommended Motion:

Authorize staff to execute the Engineering Services Agreements from Edgewater Resources related to the work in the East Basin, contingent upon successful sale and closure of the bonds for the public infrastructure at this site.

Check if the following Departments need to approve the item first:

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

December 6, 2021

Mr. Leo Evans – DPW Director
City of Muskegon
933 Terrace St
Muskegon, MI 49441

Subject: East Basin Permitting

Dear Mr. Evans,

Thank you for the opportunity to work with the City of Muskegon on the permitting of the collaborative improvements to the East Basin at Adelaide Pointe. The goal of this effort is the submission of a permit application for the development of the East Basin which consists of a travelift launch well, launch ramp, dredging, seawalls, and other associated infrastructure. The permit application package will include drawings and impact studies. These deliverables will be created based upon background information already completed by Edgewater Resources and others for this project. This proposal outlines our proposed scope of work to complete this effort.

Task I – Permit Application and Processing

We will prepare permit applications necessary for the Joint Permit Application required by USACE and EGLE for the proposed East Basin area. The permit application will include 8 ½" x 11" format engineering drawings with estimated quantity calculations for the proposed design, as required by the agencies. This includes preliminary engineering efforts to advance the set to an approximate 30% level. Property lines and adjacent home locations will be located on the drawings based upon Muskegon County GIS system and existing Edgewater Resources survey data. Wetland information will include existing information provided by Fishbeck, Inc.

During the permitting process, we will be responsible for communication with the State and Federal agencies through permit issuance. Depending upon agency reviews of the permit applications, additional special studies, potentially including calculations, drawings, design modifications, reports, and/or clarifications may be required to obtain permits. As the studies required will not be identified until USACE and EGLE have commenced their review, these efforts will be performed as additional services following your written authorization. We will prepare and coordinate responses and required materials as requested by the agencies and as authorized by the client. The issuance of permits will solely be decided by the permitting agencies. Efforts will be made to facilitate permit issuance, but no guarantee of issuance is given or implied.

Deliverables

- Permit application & drawings



Permit Processing Exclusions

The base scope of work does not include any outside costs for permit fees due to state and federal agencies, obtaining records, etc. While the permit fees will depend upon the proposed project elements, we recommend budgeting for a permit fee of \$2,000, which is typically the State of Michigan application fee for major, individual permits. This proposal excludes the cost of wetland mitigation and planning should that be necessary. Permit issuance will be subject to the agency's jurisdictional determination. This scope of work does not include the cost of any timeline delays and/or any special technical studies or testing which may be needed or required by the agencies. These special studies may include, but are not limited to:

- Permit revisions beyond what is stated previously
- Permit modifications after permit is issued
- Letters of permission for site access on adjacent parcels
- Floodway/floodplain studies/erosion studies
- Water quality certification needs
- Threatened and endangered species studies (i.e. freshwater mussels, Indiana Bat, etc.)
- Wetland delineation/mitigation beyond base application information
- Shoreline improvements/fill/mitigation
- Historic/archeological studies
- Soil Sampling or environmental testing
- Other, as required by the agencies or special interest groups
- Hydrographic survey work
- Water circulation and Wave Climate Study

We propose to complete the scope of work outlined above on a time and materials basis at our standard hourly rates and will not exceed the budgets outlined below without prior written authorization, excluding reimbursable expenses.

Task 1 – Permit Drawings and Applications	\$ 5,000
Task 2 – Administration and Processing	<u>\$ 10,000</u>
Total Budget	\$ 15,000

Schedule

Our team is available to perform Task 1 within the next 2-3 weeks. We look forward to the opportunity to review the proposed scope of services with you. If you find this proposal acceptable, please sign and date below and return a scan or copy of the accepted proposal.

Very Truly Yours,

Gregory J Weykamp, ASLA, LEED AP BD+C

ACCEPTED BY:

Name /Title (Authorized City of Muskegon Rep.)

Date

December 6, 2021

Mr. Leo Evans – DPW Director
City of Muskegon
933 Terrace St
Muskegon, MI 49441

Subject: Adelaide Point – East Basin Final Design and Construction Administration

Dear Mr. Evans,

Thank you for the opportunity to work with the City of Muskegon on the Adelaide Point waterfront development. We are pleased to present to you our proposal for the final engineering of the East Basin Lift/Launch Well. To further this project, we propose the following scope of services to commence upon permit issuance:

Scope of Services

This scope of work includes the launch ramp, proposed dredging, travelift piers, adjacent structural pavement, and associated seawall elements only. These elements will be designed in accordance with applicable sections of the American Institute of Steel Construction, ASCE Manual 50 – Planning and Design Guidelines for Small Craft Harbors, American Concrete Institution, and with input from the Operator based upon their experience at local similar facilities. All utilities and adjacent project elements will be part of another design contract.

Task I – Lift Well Final Design and Engineering

Edgewater Resources will complete the technical design and layout of the proposed site improvements, per the approved permit documents. Progress meetings will be conducted with City of Muskegon to solicit input/comments which will be incorporated into the design.

Edgewater Resources will produce a plan set including existing conditions plan, demolition plan, soil and erosion control plan, dock and site layout plan, dredge plan, cross sections, general notes and standard details. Project specifications will be developed to further define the specific details of each project component, including performance, schedule and warranty requirements.

Upon completion of the final design, Edgewater Resources will complete a final construction cost estimate. The estimate will reference construction cost data from other recent marina/waterfront projects, as well as manufacturer pricing information.



Task 1.1 - Final Design Initiation

The Edgewater Resources team will meet with you shortly after receiving notice to proceed to establish a detailed project schedule, confirm the project components, and establish 50% and 90% review milestones to measure project progress. We will review the proposed scope of services and interface to ensure that our team clearly understands the priorities of City of Muskegon and make adjustments in our scope of work and work plan as necessary to best achieve your goals.

Deliverables

- Refined work plan
- Detailed project schedule
- Meeting Minutes

Task 1.2 - 50% Design Phase

Edgewater Resources will begin development of a formal bid package including the plans and specifications. The 50% design level will begin to consider the technical challenges of the project and will include detailed design information for major components of the project. Additionally, we will complete quantity takeoffs and prepare an itemized construction cost estimate, along with value engineering opportunities. Edgewater will present the design to City of Muskegon and submit documents for review and comment. The meeting will provide an opportunity to ensure the design is consistent with the goals of City of Muskegon.

Deliverables

- 50% Progress Drawings
- 50% Technical Specifications
- 50% Construction Cost Estimate
- Meeting Minutes

Task 1.3 - 90% Design Phase

Edgewater Resources will first consider City of Muskegon's feedback from the 50% design submissions and incorporate updates/changes to the design. Additional details, including cross sections, and connections will be developed and included in the design documents. We will complete quantity takeoffs, prepare an updated construction cost estimate, submit the design for review by the City of Muskegon.

Deliverables

- 90% Progress Drawings
 - 90% Technical Specifications
 - 90% Construction Cost Estimate
 - Meeting Minutes
-



Task 1.4 - 100% Design Phase – Bid Documents

Edgewater Resources will incorporate comments/feedback from the 90% design submissions and incorporate updates/changes to the design. Edgewater Resources will prepare the final plans and specifications for bid advertisement. In addition, we will prepare a final construction cost estimate with itemized costs based upon recent waterfront construction costs. We anticipate up to two meetings during the preparation of bid drawings and specifications to discuss final design decisions.

Deliverables

- 100% Design Drawings
- 100% Technical Specifications
- 100% Construction Cost Estimate
- Meeting Minutes

Task 2 – Bidding and Construction Administration Services

Task 2.1 Bid Invitation

Edgewater Resources will develop a formal bid package to include the plans and specifications developed in Task One, invitation to bid, instructions to bidders, draft contract, bond requirements, insurance requirements, general conditions, permit copies, and other pertinent information in conjunction with standard City of Muskegon contract documents. Once the package is complete and approved by the City of Muskegon, Edgewater will assist in advertising the project to qualified contractors. Edgewater will work with City of Muskegon to prepare a preferred contractor list to whom the bid invitation will be sent. During the bid process Edgewater will coordinate with bidders to ensure quality bids are received. This proposal assumes the City of Muskegon will facilitate the actual posting of the bid advertisement.

Deliverables

- Bid Package
- List of Invitees

Task 2.2 Bid Evaluation

Once bids are received from bidders, Edgewater Resources will analyze the bids and present a summary to City of Muskegon including a recommendation for award.

Deliverables

- Bid Summary
 - Letter of Recommendation
-



Task 2.3 Award

After a contractor has been selected, Edgewater will assist City of Muskegon by reviewing submittals to ensure that the contractor is bonded and has the capacity to perform the project scope. Edgewater will prepare the final draft contract document for City of Muskegon and contractor execution following final review by their respective legal counsel.

Deliverables

- Construction Contract Package

Task 3 - Construction Administration

Task 3.1 - Pre-Construction Meeting

Once the contract has been executed, Edgewater Resources will schedule an on-site meeting with the contractor to review project expectations, limits and requirements as well as to discuss the contractor's schedule, means & methods and to address any questions they may have.

Deliverables

- Meeting summary

Task 3.2 - Construction Administration

Throughout the construction process Edgewater will be in constant contact with the contractor to ensure the design intentions and requirements are understood and will document and process all submittals and Requests for Information (RFIs). An Edgewater representative will be periodically on-site to observe the contractor to ensure that the quality of work is at a high level. As the project nears completion, Edgewater will create a punch-list which will detail the items which are still incomplete. Upon completion, Edgewater will assist in reviewing pay requests and other required close-out documents.

This task includes one site meeting per week, assuming an 8-week construction period.

Deliverables

- Site visit reports
 - Meeting summaries
 - Submittal Reviews
-



Fees

We propose to complete the scope of work outlined above on a time and materials basis at our standard hourly rates and will not exceed the budgets outlined below without prior written authorization, excluding reimbursable expenses.

Task 1 – Final Design and Engineering	\$ 48,000
Task 2 – Bidding and Contracting	\$ 7,000
Task 3 – Construction Administration	\$ 30,000
Total Budget	\$ 85,000

Schedule

Our team is available to perform these services upon receipt of the relevant permits. We look forward to the opportunity to review the proposed scope of services with you. If you find this proposal acceptable, please sign and date below and return a scan or copy of the accepted proposal.

Very Truly Yours,

Gregory J Weykamp, ASLA, LEED AP BD+C
President | Principal

ACCEPTED BY:

Name /Title (Authorized City of Muskegon Rep.)

Date



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 14 th , 2021	Title: Project 92002 – Change Orders #003
Submitted By: Leo Evans	Department: Public Works
Brief Summary: Staff is seeking approval of Final Contract Modification #003 with McCormick Sand for their work on the northern portion of the Peck Street project.	
Detailed Summary: Contract Modifications #003 represents the final adjustment of quantities and cost for the project to bring it to final completion. The project as a whole will finish at \$874,335.87 which represents an increase of \$31,197.05 dollars over the As-Bid amount (\$843,138.82) representing an increase of 3.7%. The largest increase was a result of requiring additional length of water line to replace the water services along the project (>\$24K). Under the new state guidelines we must replace the service line to a point within the house. We are often unable to gain access to the houses ahead of time to verify the exact length so we include an estimated value and field engineer the connections so we only need to access the house and inconvenience the property owner a minimum number of times. The project will finish very near the programmed budget once final engineering and testing costs are accounted. A slight adjustment via a future reforecast is possible to match the final project amounts. This change order is brought for Commission consideration as it exceeds the staff approval threshold of \$30K. The previous two change orders were within the staff approval limits.	
Amount Requested: Change Order #003 - \$35,929.16	Amount Budgeted: \$650,000 (202-92002) \$300,000 (591-92002)
Fund(s) or Account(s): Various-91851-5346	Fund(s) or Account(s): Various-91851-5346
Recommended Motion: Authorize staff to approve Change Orders #003 with McCormick Sand for the work on City project 92002 (Peck Street – Merrill to Apple).	
Check if the following Departments need to approve the item first:	

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

**Contract Modification****Contract: 61000-205371, Hot mix asphalt reconstruction, concrete curb, gutter and ra**

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
3	2	12/7/2021	Yes	\$35,929.16	\$843,138.82
Route		Managing Office City of Muskegon		District 03027	Entered By Fred Pease
Contract Location Peck Street from Merrill Avenue northerly to Apple Avenue (M)					

Short Description

Add extra pay items for pavement markings, Extension of time, Balance quantity of several items.

Description of Changes

- A. Original Contract Amount: \$843,138.82
- B. Current Contract Value (including this revision): \$874,335.87
- C. Net Total Change (B-A): \$31,197.05
- D. Net Percent Change (C/A*100): 3.7%
- E. MDOT Oversight Project: Yes
- F. Revision Summary: This Contract Modification requires Tier I approval.

Authorization is requested to Extend Contract Time 10 Calendar Days. An extension of 10 calendar days is recommended due to Frontier Communications vault conflicts causing delays to items of work from 10/3/21 thru 10/12/21. There will be no Traffic Control Adjustment allowed for this time extension. Authorization is also requested to balance the quantity of several pay items.

In addition authorization is requested to add the following extra pay items to the contract:

Pavt Mrkg, Waterborne, 6 inch, Crosswalk.....550 Feet at \$1.25 per Foot = \$687.50

Pavt Mrkg, Waterborne, 12 inch, Crosswalk.....312 Feet at \$2.00 per Foot = \$624.00

Pavt Mrkg, Waterborne, 18 inch, Stop Bar.....108 Feet at \$3.00 per Foot = \$324.00

Pavt Mrkg, Waterborne, Lt Turn Arrow.....2 Each at \$75.00 per Each = \$150.00

Pavt Mrkg, Waterborne, Rt Turn Arrow.....1 Each at \$75.00 per Each = \$75.00

Pavt Mrkg, Waterborne, Thru Arrow.....1 Each at \$75.00 per Each = \$75.00

Total.....\$1,935.50

By mutual agreement, these listed unit price costs are full compensation for all labor, equipment and materials necessary to construct these items of work in accordance with the 2012 MDOT Standard Specifications for Construction, Contract Special Provisions, MDOT Standard Plans and/or as directed by the Engineer.



Contract Modification

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Corporation Stop, 1 inch	8237050	0760	0840	205371A	0003	Original	1.000	Ea	675.00000	\$675.00
_ Curb and Gutter, Conc, Det F4, Modified	8027001	0370	0360	205371A	0001	Original	147.500	Ft	15.00000	\$2,212.50
_ Curb Stop and Box, 1 inch	8237050	0780	0860	205371A	0003	Original	2.000	Ea	450.00000	\$900.00
_ Dr Structure Cover, Adj, Case 1, Modified	4037050	0300	0290	205371A	0001	Original	3.000	Ea	900.00000	\$2,700.00
_ Dr Structure Cover, Type B, Modified	4037050	0310	0300	205371A	0001	Original	3.000	Ea	1,000.00000	\$3,000.00
_ Dr Structure Cover, Type D, Modified	4037050	0320	0310	205371A	0001	Original	-1.000	Ea	1,100.00000	\$-1,100.00
_ Dr Structure Cover, Type K, Modified	4037050	0330	0320	205371A	0001	Original	3.000	Ea	1,100.00000	\$3,300.00
_ Dr Structure, Adj, Add Depth, Modified	4037001	0270	0260	205371A	0001	Original	-1.300	Ft	275.00000	\$-357.50
_ Dr Structure, Rem, Modified	2037050	0050	0050	205371A	0001	Original	1.000	Ea	500.00000	\$500.00
_ Driveway, Nonreinf Conc, 8 inch, Modified	8017011	0360	0350	205371A	0001	Original	31.170	Syd	42.00000	\$1,309.14



Contract Modification

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Hydroseeding	8167011	0670	0660	205371A	0001	Original	63.510	Syd	1.50000	\$95.27
_ Sewer Tap, 18 inch, Modified	4027050	0230	0220	205371A	0001	Original	1.000	Ea	500.00000	\$500.00
_ Sleeve, 8 inch, Long, DI MJ	8237050	0840	0920	205371A	0003	Original	2.000	Ea	2,000.00000	\$4,000.00
_ Water Service, 1 inch, Copper Type K	8237001	0680	0760	205371A	0003	Original	20.800	Ft	40.00000	\$832.00
_ Water Service, Building Connection, 1 in ch	8237050	0890	0970	205371A	0003	Original	4.000	Ea	1,000.00000	\$4,000.00
_ Water Service, Building Connection, 2 in ch	8237050	0900	0980	205371A	0003	Original	-1.000	Ea	1,200.00000	\$-1,200.00
_ Water Service, Private Property, 1 inch	8237001	0700	0780	205371A	0003	Original	532.500	Ft	40.00000	\$21,300.00
_ Water Service, Private Property, 2 inch	8237001	0710	0790	205371A	0003	Original	58.000	Ft	55.00000	\$3,190.00
_ Watermain, DI, 8 inch, Tr Det G, Modified	8237001	0730	0810	205371A	0003	Original	22.000	Ft	65.00000	\$1,430.00



Contract Modification

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Curb Ramp Opening, Conc	8030030	0390	0380	205371A	0001	Original	13.500	Ft	22.00000	\$297.00
Detectable Warning Surface	8030010	0380	0370	205371A	0001	Original	27.500	Ft	33.00000	\$907.50
Fagus grandifolia, 1 1/2 inch	8151407	0640	0630	205371A	0001	Original	-2.000	Ea	525.00000	\$-1,050.00
Hand Patching	5010025	0340	0330	205371A	0001	Original	-11.890	Ton	100.00000	\$-1,189.00
Hand Patching	5010025	0340	0730	205371A	0003	Original	-3.000	Ton	100.00000	\$-300.00
HMA, 4E3	5010051	0350	0340	205371A	0001	Original	-14.270	Ton	83.00000	\$-1,184.41
Maintenance Gravel, LM	3060021	0120	0120	205371A	0001	Original	-200.000	Cyd	10.00000	\$-2,000.00
Pavt Mrkg, Ovly Cold Plastic, 12in, X-Walk	8110041	0440	0430	205371A	0001	Original	-360.000	Ft	3.50000	\$-1,260.00
Pavt Mrkg, Ovly Cold Plastic, 6in, X-Walk	8110024	0430	0420	205371A	0001	Original	-600.000	Ft	2.25000	\$-1,350.00
Pavt Mrkg, Waterborne, 4 inch, Yellow	8110232	0500	0490	205371A	0001	Original	162.000	Ft	0.20000	\$32.40



Contract Modification

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Pavt Mrkg, Waterborne, 6 inch, White	8110233	0510	0500	205371A	0001	Original	335.000	Ft	0.20000	\$67.00
Pavt Mrkg,Ovly Cold Plastic,Lt Tn Ar Sym	8110063	0460	0450	205371A	0001	Original	-2.000	Ea	125.00000	\$-250.00
Pavt Mrkg,Ovly Cold Plastic,Rt Tn Ar Sym	8110071	0470	0460	205371A	0001	Original	-1.000	Ea	125.00000	\$-125.00
Pavt Mrkg,Ovly Cold Plastic,Thru Ar Sym	8110078	0480	0470	205371A	0001	Original	-1.000	Ea	125.00000	\$-125.00
Pavt Mrkg,Ovly Cold Plastic,18in,Stop Bar	8110044	0450	0440	205371A	0001	Original	-99.000	Ft	5.00000	\$-495.00
Quercus rubra, 1 1/2 inch	8153124	0650	0640	205371A	0001	Original	-3.000	Ea	525.00000	\$-1,575.00
Sidewalk Ramp, Conc, 7 inch	8030037	0400	0390	205371A	0001	Original	-371.975	Sft	7.00000	\$-2,603.83
Sidewalk, Conc, 4 inch	8030044	0410	0400	205371A	0001	Original	810.165	Sft	4.25000	\$3,443.20
Sidewalk, Conc, 4 inch	8030044	0410	0740	205371A	0003	Original	-242.500	Sft	4.25000	\$-1,030.63
Sidewalk, Conc, 7 inch	8030047	0420	0410	205371A	0001	Original	-51.500	Sft	4.50000	\$-231.75



Contract Modification

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Sidewalk, Conc, 7 inch	8030047	0420	0750	205371A	0003	Original	-150.000	Sft	4.50000	\$-675.00
Sidewalk, Rem	2040055	0060	0060	205371A	0001	Original	-353.320	Syd	6.00000	\$-2,119.92
Sidewalk, Rem	2040055	0060	0690	205371A	0003	Original	-21.000	Syd	6.00000	\$-126.00
Stump, Rem, 19 inch to 36 inch	2020006	0020	0020	205371A	0001	Original	1.000	Ea	250.00000	\$250.00
Topsoil Surface, Furn, 4 inch	8160062	0660	0650	205371A	0001	Original	63.520	Syd	4.50000	\$285.84
Video Taping Sewer and Culv Pipe	4021275	0160	0160	205371A	0001	Original	-590.100	Ft	1.50000	\$-885.15

Total Dollar Value: **\$33,993.66**

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
Pavt Mrkg, Waterborne 18 inch, Stop Bar	8117001	0985	1060	205371A	0001	Extra	108.000	Ft	3.00000	\$324.00

Reason: Pavt Mrkg, Waterborne, 18 inch, Stop Bar was used in lieu of Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar due to weather conditions at the time of placement. Unit cost price of \$3.00 per Foot was deemed reasonable, since the MDOT Weighted Average Price Report for Quarter 3 of 2020, and Quarter 2 of 2021 has an award unit cost prices for Pavt Mrkg, Waterborne, 18 inch, Stop Bar of \$5.00 and \$1.70 per Foot respectively.



Contract Modification

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Pavt Mrkg, Waterborne, 12 inch, Crosswalk	8117001	0965	1040	205371A	0001	Extra	312.000	Ft	2.00000	\$624.00

Reason: Pavt Mrkg, Waterborne, 12 inch, Crosswalk was used in lieu of Pavt Mrkg, Ovly Cold Plastic, 12 inch, x-walk due to the weather conditions at time of placement. Unit cost price of \$2.00 per Foot was deemed reasonable, since the MDOT Weighted Average Price Report for the first 2 Quarters of 2021 has an award unit cost prices for Pavt Mrkg, Waterborne, 12 inch, Crosswalk ranging between \$1.00 to \$6.00 per Foot.

_ Pavt Mrkg, Waterborne, 6 inch, Crosswalk	8117001	0960	1035	205371A	0001	Extra	550.000	Ft	1.25000	\$687.50
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Reason: Pavt Mrkg, Waterborne, 6 inch, Crosswalk was used in lieu of Pavt Mrkg, Ovly Cold Plastic, 6 inch, x-walk due to the weather conditions at time of placement. Unit cost price of \$1.25 per foot was deemed reasonable, since the MDOT Weighted Average Price Report for the first 3 Quarters of 2021 has an award unit cost price for Pavt Mrkg, Waterborne, 6 inch, Crosswalk ranging between \$1.00 to \$6.00 per Foot.

_ Pavt Mrkg, Waterborne, Lt Turn Arrow	8117050	0970	1045	205371A	0001	Extra	2.000	Ea	75.00000	\$150.00
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Reason: Pavt Mrkg, Waterborne, Lt Turn Arrow was used in lieu of Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Symbol due to weather conditions at time of placement. Unit cost of \$75.00 per Each was deemed reasonable, since the MDOT Weighted Average Price Report for the first 2 Quarters of 2021 has an award unit cost prices for Pavt Mrkg, Waterborne, Lt Turn Arrow ranging between \$56.00 to \$79.00 per Each.

_ Pavt Mrkg, Waterborne, Rt Turn Arrow	8117050	0980	1055	205371A	0001	Extra	1.000	Ea	75.00000	\$75.00
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Reason: Pavt Mrkg, Waterborne, Rt Turn Arrow was used in lieu of Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Symbol due to weather conditions at time of placement. Unit cost of \$75.00 per Each was deemed reasonable, since the MDOT Weighted Average Price report for the first 3 Quarters of 2021 has an award unit cost prices for Pavt Mrkg, Waterborne, Rt Turn Arrow ranging between \$40.00 to \$100.00 per Each.

_ Pavt Mrkg, Waterborne, Thru Arrow	8117050	0975	1050	205371A	0001	Extra	1.000	Ea	75.00000	\$75.00
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Reason: Pavt Mrkg, Waterborne, Thru Arrow was used in lieu of Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Symbol due to weather conditions at time of placement. Unit cost of \$75.00 per Each was deemed reasonable, since the MDOT Weighted Average Price Report for Quarters 2 and 3 of 2021 has an award unit cost prices for Pavt Mrkg, Waterborne, Thru Arrow ranging between \$30.00 to \$100.00 per each.

Total Dollar Value: \$1,935.50



Contract Modification

Time Extensions

Site	Site Description	Site Type	Original Compl. Date/Days	Additional No. of Days	New Compl. Date/Days
00	Contract Time 00	Completion Date	10/1/2021		11/8/2021
Reason: It is recommended that the contract completion date be extended 10 calendar days from October 29, 2021 to November 8, 2021 without the assessment of liquidated damages. See form 1100A in Projectwise for details related to this Extension of Time request. There will be no Traffic Control Adjustment allowed for this time extension.					

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
205371A	Hot mix asphalt reconstruction, concrete curb, gutter and ra	21A0187	MDOT Oversight	STUL	61000	
0001	Road Work Federal 81.85%/City of Muskegon 18.15%					\$2,933.79
0003	Road Work City of Muskegon 100%					\$32,995.37
Total:						\$35,929.16
Total Net Change Amount:						\$35,929.16

**Contract Modification**

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

Prime Contractor: McCormick Sand, Inc.		Recommended by Construction Engineer: Gregg Zack - Muskegon TSC	
_____	_____	_____	_____
Signature	Date	Signature	Date
Prepared by Project Engineer: Leo Evans		Authorized by Managing Office Manager: Marc Fredrickson-Muskegon TSC	
_____	_____	_____	_____
Signature	Date	Signature	Date
Prepared by Consultant Project Manager:		Authorized by Region Construction Engineer: Chris Van Norwick-Grand Region	
_____	_____	_____	_____
Signature	Date	Signature	Date
Recommended by Local Agency: City of Muskegon		Authorized by Bureau of Field Services:	
_____	_____	_____	_____
Signature	Date	Signature	Date
Authorized by Airport Sponsor:		Authorized by Airports Division:	
_____	_____	_____	_____
Signature	Date	Signature	Date
FEDERAL PARTICIPATION - ACTION BY F.H.W.A.			
___ Approved ___ Not Eligible		_____	
___ See Letter Dated _____		(Signature)	(Date)
FEDERAL PARTICIPATION - ACTION BY F.A.A.			
___ Approved ___ Not Eligible		_____	
___ See Letter Dated _____		(Signature)	(Date)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 14, 2021	Title: Arena Vending
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking approval to purchase three vending machines for Mercy Heath Arena.	
Detailed Summary. Arena staff has been unable to consistently open the concession stands in a profitable manner during small events such as youth hockey, high school hockey, etc. Staff is recommending that three vending machines be purchased to provide snacks, cold drinks, and hot drinks during these times. Staff has received a number of quotes, and it is likely that multiple vendors will be used to complete the purchase(s). We are seeking approval to expend \$25,000 to purchase the three machines. A sample of the machine types and costs is attached. Although this specific purchase was not budgeted, staff feels that the purchase can fit within the current Mercy Health Arena budget.	
Amount Requested: \$25,000.00	Amount Budgeted: \$25,000
Fund(s) or Account(s): Mercy Health Arena	Fund(s) or Account(s): Mercy Health Arena
Recommended Motion: Authorize the purchase of three vending machines for Mercy Health Arena at a combined cost not to exceed \$25,000.	

Webstraunt Store:



Vendo GF9 Glass Front Refrigerated Vending Machine
card payment only

\$8,137.00



Vendo SDX G-Snack Ambient Vending Machine
card payment only

\$6,507.00

Shipping: \$539.97

VendTek



CRANE Merchant 6 Media Ambient, Model 187

\$7,495.00

Shipping TBD



COTI Fresh Brew Coffee Merchandiser

\$10,257

Shipping TBD

Vending.com

Market One 6w Snack with Credit Card Reader

\$6,395.00

Market One 5w Elev All Drink Machine

\$7,119.00

Market One Fresh Brew Coffee Unit

\$7,998.00

Total Shipping: \$1,800.00

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 14, 2021	Title: CSXT Purchase Agreement
Submitted By: Frank Peterson	Department: City Manager
Brief Summary: Staff is seeking authorization to enter into the attached agreement with CSXT.	
Detailed Summary: For the past 5+ years, staff has been working to complete the purchase and removal of the CSXT railroad line that runs from the former YMCA through Lakeside to the Jaycees Launch Ramp. The attached agreement would allow for a portion of the line to be converted into a trail via a trail use agreement, and the remainder of the line to be used for redevelopment. The purchase price is \$1,648,000. We anticipate \$40,000 in filing fees as well. As part of the due diligence period, we will have the entire line surveyed. We do not have a cost for the survey, and instead will use a billable hourly rate model. Staff has a tight timeline to complete due diligence and prepare for Federal Approval. As such, we will be requesting authorization to both sign the agreement and formally complete the sale at the end of the due diligence period. We are using a combined not-to-exceed budget number of \$2 Million. We are proposing to utilize ARPA dollars to complete the purchase, but we foresee opportunities to recoup most/all of this investment via a combination of Brownfield TIF and allowing the buy-out of the various crossing agreements that we will inherit.	
Amount Requested: \$2 Million	Amount Budgeted: \$0
Fund(s) or Account(s): State/Federal Grants	Fund(s) or Account(s): N/A
Recommended Motion: To authorize the City Manager to sign the Agreement and complete the transaction upon successful completion of the due diligence, and thereafter to return to the City Commission for final approval of transaction prior to closing.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o Real Estate and Facilities Management, 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202, hereinafter called the "Seller", and CITY OF MUSKEGON, whose address is: c/o City Manager, 933 Terrace Street, Muskegon, MI, 49440, hereinafter called the "Buyer", provides:

1. PURCHASE AND SALE: For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the land or property rights shown or identified as Segments 1 and 4 in red on Exhibit "A", attached hereto and made a part hereof, ("Primary Premises"), pursuant to and in accordance with the terms and conditions of this Agreement. In addition, for no additional monetary consideration but for other good and valuable consideration, Seller agrees to convey its right, title and interest, if any, to the Additional Premises identified on Exhibit "A" as Segment 2 (Pure Muskegon LLC) in blue and Segment 3 (MCC Realty LLC) in green (the "Additional Premises"). Primary Premises and Additional Premises are hereinafter sometimes collectively called Premises (the "Premises"). The Premises are located in Muskegon, County of Muskegon, State of Michigan. The parcels depicted in purple on Exhibit A show Spurs 1, 2 and 3. Spur 3 is not included in the Premises and is not subject to the terms and conditions of this Agreement.

2. PRICE:

2.1 The purchase price for the Premises is ONE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND AND NO/100 U.S. DOLLARS (\$1,648,000.00). Purchase price will increase 3% every quarter after 12/2022 if closing does not occur on or before 12/14/2022 solely as a result of the fault of Buyer. In the event closing does not occur due to delays by Seller in filing with the Surface Transportation Board ("STB") or delays attributed to the STB, the 12/14/2022 date shall be extended until such time as the STB rules on the abandonment filing plus thirty (30) days for the parties to finalize documentation and set a new closing date.

3. DEPOSIT/FILING FUNDS:

3.1 A deposit in the amount of ONE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 U.S. DOLLARS (\$164,800.00) (hereinafter the "Deposit") will be delivered to Sun Title Company (hereinafter the "Escrow Agent") within five (5) business days of Execution Date as defined in Section 4.1. The balance of the Purchase Price shall be paid upon closing of the transaction (hereinafter the "Closing"), in cash, by certified or cashier's check, or by other readily available funds acceptable to Seller. The Deposit shall be deemed to include any interest thereon.

3.2 Following the Due Diligence Period, as defined in Section 5.1, and within five (5) business days of written notification from both Seller and Michigan Shore Railroad ("MSR") that Seller and MSR are preparing an abandonment filing for the Premises with the Surface Transportation Board ("STB") in accordance with the terms of Section 21, Buyer shall transfer funds to Seller in the amount of FORTY THOUSAND 00/100 US DOLLARS (\$40,000.00), hereinafter deemed "Filing Funds." Except as set forth below, said Filing Funds are non-refundable and are not a part of the Purchase Price. Filing Funds, as defined herein, shall include total compensation for all actions of Seller or MSR required to secure the STB approval of abandonment by both Seller and MSR, and shall not exceed

the sum set forth herein. Filing Funds shall be refundable in full to Buyer in the event Seller or MSR fail to timely file or otherwise pursue the abandonment or comply with the Conditions of Closing set forth in Section 21 of this Agreement.

4. CONTRACT:

4.1 The date referred to herein as "Execution Date" shall be the later date of execution as indicated in the "In Witness Hereof" section below.

4.2 This Agreement, when executed by both parties, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Upon execution by all parties, this Agreement may not be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

5. DUE DILIGENCE PERIOD AND CONTINGENCIES:

5.1 Buyer shall have a period of one hundred twenty (120) days from the Execution Date to complete all inspections and investigations, including environmental and other inspections included in Section 13 (hereinafter the "Due Diligence Period"), which Due Diligence Period may be ended earlier at the sole discretion of Buyer.

5.2 If for any reason Buyer is not satisfied with the results of any inspection or investigation, the Buyer must, within the Due Diligence Period, deliver to Seller written notice of cancellation cancelling this Agreement, and the Deposit shall be refunded to Buyer. If terminated, Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

5.3 Buyer's failure to deliver a notice of cancellation to Seller within the Due Diligence Period shall be considered Buyer's acceptance of the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition.

6. DEEDS TO PRIMARY AND ADDITIONAL PREMISES:

6.1

(a) Primary Premises: During, or as early as practicable after the Due Diligence Period, Seller will review and comment on Exhibit E, which, when finalized, will be a form of deed between Seller and Buyer to convey the Primary Premises (Segments 1 and 4 depicted in red on Exhibit A) to Buyer, subject to the terms of this Agreement. Following receipt of Seller's comments, the parties shall have an additional ten (10) days to discuss changes. If the parties cannot reach agreement on terms of the form of deed for the Primary Premises, the Buyer shall be deemed to have approved the deed in the form last submitted by Seller. Seller shall have no obligation to modify the deed with respect to the Primary Premises to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement.

(b) Additional Premises: The Additional Premises consists of Segments 2 and 3 depicted in blue and green

on Exhibit A. The "Termination of Easement" form for Segment 2 between Pure Muskegon, LLC and CSX Transportation, Inc. ("PM Termination of Easement") is attached hereto as Exhibit F. The "Termination of Easement" form for Segment 3 between MCC REALTY, LLC and CSX Transportation, Inc. ("MCC Termination of Easement") is attached hereto as Exhibit G. Exhibits F and G. shall be deemed final upon execution of this Agreement and shall be executed by the respective parties thereto at Closing.

6.2 The conveyances related to both the Primary Premises and each owner located on the Additional Premises shall be by quitclaim deed conveying all of Seller's right, title and interest therein, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which accrue from and after the date of Closing which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and all recorded occupancies, encroachments, ways and servitudes, howsoever created. Seller warrants it shall have paid or will pay all taxes and assessments, both general and special which have accrued up to Closing. The provisions of this Section shall survive Closing.

6.3 With respect to the deed for the Primary Premises, the deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Primary Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer upon closing and recordation:

PURPOSE: Grantee acknowledges that the Primary Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use for trail purposes. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Primary Premises for any purpose other than as set forth in this Section 6 and in Section 22 hereof, specifically the Primary Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Primary Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, or (c) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human). By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

TRAILS RESERVATION: Grantee, by acceptance hereof, acknowledges the Deed shall contain language subjecting Grantee's rights hereunder to: (a) the National Trails System Act, 16 U.S.C. §1247 (d), including applicable regulations at CFR §1152.29; and (b) the Notice of Interim Trail Use issued by the STB final decision in the abandonment proceeding to be filed by Grantor as required by this Agreement.

NO ACCESS: Grantee, by acceptance of this deed, covenants and represents that Grantee has access to the Primary Premises either through adjoining property owned by Grantee or through other property not owned by Grantor or Grantee. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Primary Premises

through land now owned or subsequently acquired by Grantor. Should Grantee convey the Primary Premises, or any portion thereof, to a third party, Grantee will provide access thereto through Grantee's adjoining property or through other property not owned by Grantor.

FENCING: Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Primary Premises and the adjacent land(s).

DRAINAGE: Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain any existing drainage on the Primary Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the adjacent railroad operating property or other lands and facilities of Grantor.

TITLE: Grantor does not represent nor warrant to Grantee any ownership or estate in the Primary Premises or any specific title or interest therein; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Primary Premises.

NOISE, LIGHT, FUME, VIBRATION ABATEMENT: Grantee, its successors and assigns, by acceptance of this deed, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines along the Primary Premises.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Primary Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Primary Premises.

6.4 Seller shall except and reserve unto itself as Grantor, its successors and assigns, the following easements, rights and interests related to the Primary Premises:

EXCEPTING unto Grantor all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Primary Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Primary Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

EXCEPTING unto Grantor the ownership of all railroad tracks and other track material (including, but not limited to, switches, ties, signals and ballast), hereinafter "the Track", within or on the Primary Premises; and RESERVING unto Grantor a railroad easement over the Primary Premises for the removal of the Track, TOGETHER WITH the right of ingress and egress to and from the Track until removal has been completed. Said reserved railroad easement shall automatically terminate and all title in the Primary Premises vest in Grantee upon cessation of use and removal of the Track by Grantor. Grantor shall remove the Track, other than ballast, and equipment and materials involved in such removal, at its expense, within one hundred eighty (180) days after Closing. Regarding the Additional Premises, Grantor likewise retains access to and shall remove the Track (as defined above), other than ballast, and equipment and materials involved in such removal, from the Additional Premises, at Grantor's expense, within 180 days after Closing.

RESERVING unto Grantor, its successors and assigns, a utility easement, hereinafter "the Utility Easement", in, over, and under the Primary Premises for existing occupancies, future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities including, but not limited to, water, sewer, natural gas, electric, telephone, fiber optics and petroleum products, consisting of cables, lines, pipes or facilities beneath the surface of the Primary Premises and all ancillary equipment or facilities (both underground and surface), and the rights to attach the same to existing bridges or poles on the Primary Premises, and such surface rights necessary to accomplish the same TOGETHER WITH the further right to assign the Utility Easement, rights and facilities, in whole or in part, and to lease, license or permit third parties to use the Utility Easement, rights and facilities; PROVIDED that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Primary Premises, or any improvements thereon, by Grantee.

RESERVING unto Grantor, its successors and assigns, an indefinite number of exclusive perpetual utility easements, hereinafter "the Reserved Utility Easements", under the entire width and length of the Primary Premises for existing occupancies, future occupancies, construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural gas lines, electric, telephone, fiber optic communications systems and petroleum products pipelines consisting of cables, lines, pipes or facilities beneath the surface of the Primary Premises and all ancillary equipment or facilities (both underground and surface), and the right to attach same to existing bridges on the Primary Premises, and such surface rights as may be necessary to accomplish the same; TOGETHER with unrestricted access over the Primary Premises to reach the Reserved Utility Easements and with the further right to assign the Reserved Utility Easements, in whole or in part, and to lease, license or to permit third parties to use the Reserved Utility Easements provided that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Primary Premises for the location and operation of a recreational trail. The right to use the Primary Premises for utilities shall remain with and be exclusive unto Grantor.

6.5 Seller may or may not have entered into general agreements with utility companies for utility crossings over or under the Primary Premises. Such general agreements may require Seller to reserve a permanent easement for the utility. If Seller determines that the Premises has existing utilities constructed pursuant to such general agreements, Seller shall have the right to reserve an easement or easements for such utility crossing or crossings and the obligation to record the same. The format for such a reserved utility easement shall be as follows:

RESERVING unto Grantor, for itself, its successors and/or assigns, a perpetual easement, hereinafter the "Easement", upon and along, over, under or across as the case may be, the Premises, together with ancillary surface rights, for the purpose of maintaining, operating, inspecting, repairing, reconstructing, renewing and/or replacing existing overhead and/or underground facilities and necessary appurtenances (poles, guys, anchors, ducts, fixtures, appliances) devoted solely to such existing usage, herein collectively the "Facility(ies)"; TOGETHER WITH the further rights to convey or assign said reserved Easement, in whole or in part, and to lease, license or permit third parties to occupy the same solely for the Facility(ies).

As to the Additional Premises, in the event such general agreements exist, Seller shall, prior to exercising the reservation set forth above, make every good faith effort to contact the respective utility company and preserve the easement as an easement between the utility and the landowner of the particular parcel(s) involved.

6.6 Except as noted in 6.4 or 6.5, regarding the Additional Premises, Seller/Grantor shall be governed by the terms of the Termination of Easement agreements (and Quitclaim Deeds included therein), attached as Exhibits

F and G, executed with each owner of the respective parcels.

7. TITLE SEARCH, INSURANCE:

7.1 Buyer has the option of arranging and paying for such examination of title or title insurance on the Premises as Buyer may desire, at Buyer's sole cost.

7.2 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

8. SURVEY:

8.1 Buyer, at its sole option, may obtain a survey of the Premises [applicable State minimum technical requirements] at Buyer's expense. The survey and/or legal description must include state plane coordinates.

8.2 Within two days following the Due Diligence Period, Buyer shall furnish Seller with a metes and bounds description in Microsoft Word format and Survey of the Premises in electronic CAD format, with one (1) print of a final survey plat acceptable to Seller, title company, and to the Muskegon County Register of Deeds, certified to Buyer and Seller, for use by Seller in preparation of the deed and other papers.

9. CLOSING: Closing hereunder shall be held within thirty (30) days of STB issuance of a Notice of Interim Trail Use, and approval of abandonment of other parcels involved, provided all conditions to Closing have been met. Seller and Buyer agree that the Closing may occur via delivery of funds and closing documents or at such other place as may be mutually agreeable to Seller and Buyer. The time and date for Closing may be extended by mutual written agreement of the parties in writing, subject to the provisions of Section 20.

10. POSSESSION: Buyer shall obtain possession of the Premises at Closing, subject to: (a) the terms of this Agreement, (b) the limitations, terms and conditions of Section 6 of this Agreement as applicable, and (c) such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes the Primary Premises and Additional Premises are currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record): SEE EXHIBIT D, which shall be provided to Buyer for review during the Due Diligence Period.

Up until Closing, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises and provide the same for Buyer's review. Likewise, should leases or licenses listed in Exhibit D or found thereafter be determined to cover a continuing Seller obligation, said lease or license will be retained by Seller, after notice to Buyer. As to any items discovered as a consequence of such research related to the Premises, Seller may elect, in its sole discretion, to either retain, cancel or otherwise terminate such items or, pursuant to Section 10.3, to assign or to partially assign, if such item is

applicable to an area greater than the Premises, to the Buyer at Closing.

10.2 INTENTIONALLY OMITTED

10.3 At Closing, Seller shall assign to Buyer (or to the landowners of the Additional Premises if applicable), who shall assume, Seller's right, title and interest in all items identified by Section 10.1, or which are subsequently discovered by Seller, unless retained, canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

10.4 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

10.5 INTENTIONALLY OMITTED

10.6 Buyer may, at its option and at its sole cost, secure a policy of Fire and Extended Coverage Insurance on the buildings or Structures, provided that Buyer's liability for damage to or destruction of the buildings or structures during the term of this Agreement shall not be limited by the amount of such insurance.

11. ANNUAL TAXES; RENTS; LIENS; CHARGES:

11.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of \$1,000.00 prorated amount on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller.

12. TAXES ON TRANSFER; CLOSING COSTS:

12.1 Unless otherwise exempt, Buyer shall pay all transfer taxes, however styled or designated, all

documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises, or necessary to record the respective deeds.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s) or termination of easements. In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

12.6 The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person", as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. Seller shall indemnify and hold harmless Buyer with respect to any financial loss caused by the Seller's failure to fulfill its obligations under this Paragraph.

13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct environmental or engineering tests (including drilling and coring for preconstruction soil analysis), and to make such physical inspections and analyses thereof as Buyer shall deem necessary; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon

completion of testing. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller ten (10) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right, in Seller's sole discretion, to terminate this Agreement or if Seller permits the testing, Seller reserves the right to monitor and approve all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer shall provide in any contract or bids for site assessment or environmental inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer and Seller, and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.
- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any surveying or work, including but not limited to surveying or assessment activities, within fifty (50) feet of any Seller track or any Seller bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Seller as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on the current ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35. At Seller's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Seller a Construction Risk Fee, and thereby be relieved of any obligation to purchase said RPL insurance.
- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Seller.
- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.
- Professional Errors and Omissions (E&O) insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per occurrence for professional errors and omissions.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. If requested by Seller, Buyer shall prepare split samples (which may then be separately tested at Seller's sole option and cost) for delivery to Seller and shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise,

resulting from any tests or inspections conducted by Buyer pursuant to this Section 13 or otherwise in accordance with this Agreement. At or before Closing, if requested, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental data and reports generated as part of Buyer's environmental due diligence, including without limitation, any Phase I and Phase II Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said data and reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises. However, without admission of obligation or liability related thereto, Seller shall provide to Buyer all reports, studies, citations, complaints, consent orders, in its care, custody or control relating to the physical or environmental condition of the Premises.

13.4 If environmental contamination of the Primary Premises is revealed by the studies and tests conducted by Buyer pursuant to this Section 13, in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Buyer is unwilling to accept the environmental condition of the Premises as a result of such tests or assessments, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement and refund the Deposit to the Buyer. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Premises, which Buyer's tests and studies may reveal, as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, if Buyer elects not to secure environmental tests or inspections, or fails to terminate after receipt of test results, Buyer shall take the Premises "as is" at Closing; assumes all risks associated with the environmental condition of the Premises, regardless of the cause or date of origin of such condition; and releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition.

13.6 ***INTENTIONALLY OMITTED***

13.7 ***INTENTIONALLY OMITTED***

13.8 Buyer will complete the environmental investigation within the Due Diligence Period.

13.9 The provisions of this Section 13 that are intended by the parties to survive Closing.

14. SUBDIVISION APPROVAL; ZONING:

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

15. BROKER'S FEES: The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

16. ASSIGNMENT, LIMITS, SURVIVAL:

16.1 This Agreement may not be assigned by Buyer without the prior written consent of Seller.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

17. DEFAULT:

17.1 Seller shall provide written notice to Buyer in the event of a material default by Buyer under this Agreement (including, but not limited to payment of the Deposit within the time specified). If the default is failure to timely pay the Deposit, Buyer shall have five (5) days from the date of the notice to cure. For all other defaults, Buyer shall have thirty (30) days to cure or provide Seller with a reasonable timeline specifying when the default will be substantially cured if thirty (30) days is not sufficient. Thereafter, Seller may elect to terminate this Agreement by delivery of notice to Buyer and retain the Deposit and any other money paid by Buyer to or for the account of Seller, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement.

17.2 Buyer shall provide written notice to Seller in the event of a material default by Seller under this Agreement. Seller shall have thirty (30) days to cure or provide Buyer with a reasonable timeline specifying when the default will be substantially cured if thirty (30) days is not sufficient. Thereafter, Buyer may elect to terminate this Agreement by delivery of notice to Seller and receive an immediate return of funds provided under Section 3 hereof and reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement or Buyer may elect to pursue specific performance of this Agreement or any other legal or equitable

remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Section 17, Buyer and Seller shall be relieved of all obligations under this Agreement, including the duty to close, other than (a) any liability for damage to or destruction of property and any injury to or death of person(s) arising from Buyer's exercise of the right of entry under Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement to the extent the same contends there has been a violation by Seller of any statute, rule, regulation, or ordinance.

17.4 "Material Default" shall include, not only Buyer's failure to make prompt payment of any sums when due under this Agreement or Seller's or MSR's failure to file and pursue abandonment of the Premises but also the failure of Buyer or Seller to fully and timely perform any act required under this Agreement, where such failure goes to the essence of the Agreement such that it defeats the parties' purpose in entering into it, impacts the benefits of the bargain reached, or causes any significant damages to the other party.

18. NOTICES:

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.
c/o Real Estate and Facilities Management – J180
500 Water Street, 12th Floor
Jacksonville, FL 32202
Attn: Sarah Watson
E-mail: Sarah_Watson@csx.com
Phone: (904) 279-3924

Notices to Buyer shall be sent to:

City of Muskegon
Attn: City Manager
933 Terrace Street
Muskegon, MI 49440
Email: frank.peterson@shorelinecity.com
Phone: 231/724-6724

With a copy to:

John C. Schrier
Parmenter Law
601 Terrace Street
Muskegon, MI 49440
E-mail: john@parmenterlaw.com
Phone: (231) 722-5401

18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. RULES OF CONSTRUCTION:

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state of Michigan, without regard to conflict of law rule.

20. TIME OF ESSENCE: Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

21. CONDITION TO CLOSING; STB ABANDONMENT:

21.1 The obligation of the parties to effect Closing is conditioned upon: (1) Seller and MSR obtaining prior authorization from the STB for the abandonment of the rail line, including discontinuance of MSR's lease thereon, subject to a Notice of Interim Trail Use ("NITU") requested by Buyer and granted by the STB for the Primary Premises; (2) Seller and MSR obtaining prior authorization from the STB for the abandonment of the rail line, including the filing of a notice of consummation of the abandonment with the STB for the Additional Premises; (3) execution of deed between Buyer and Seller as to Primary Premises (Exhibit E) and Termination of Easement agreements with Pure Muskegon, LLC and MCC Realty, LLC (Exhibits F and G); and (4) execution of

an Amendment to Lease Agreement between Seller and MSR as referenced in Exhibit B hereto. In the event the Closing conditions are not satisfied, this Agreement shall automatically terminate and be subject to the remedy provisions of Section 17.2.

21.2 The Seller and MSR shall, no later than one hundred twenty (120) days from the termination of the Due Diligence Period, file for abandonment and discontinuance of service with the STB as set forth herein, which filing shall inform the STB that Seller and MSR have agreed upon conditions for trail use with Buyer for the Primary Premises segment of the abandonment and anticipates Buyer will be requesting an NITU for that same segment. In addition, prior to filing, Seller shall have agreed upon the terms of the deed between Buyer and Seller, a form of which is attached as Exhibit E. The Termination of Easement agreements, attached as Exhibit F and Exhibit G, shall have been approved in accordance with Section 6.1(b).

21.3 Within five (5) days of the STB filing by Seller and MSR, Buyer shall file with the STB a request for issuance of Notice of Interim Trail Use related to the Primary Premises as depicted on Exhibit C, attached hereto and made a part hereof, and inform the STB the parties have executed an agreement containing the terms of trails use.

21.4 On or before the Closing Date, Seller shall execute the Termination of Easements agreements attached as Exhibits F and G and inform the STB in writing that it has consummated the abandonment of the Additional Premises.

21.5 It is understood that Seller and MSR may elect to include in the STB abandonment filing segments of the rail line not defined in this Agreement as "Primary Premises" or "Additional Premises." Such segments, however, are not deemed part of this Agreement.

22. TRAIL USE AGREEMENT

22.1 The imposition by the STB of a Notice of Interim Trail Use ("NITU") for the Primary Premises, satisfaction of the relevant terms of this Agreement, and the consummation of the abandonment as to the Additional Premises are conditions precedent to Closing.

22.2 Buyer agrees that upon Closing and acceptance of the quitclaim deed conveying the Primary Premises (depicted in Exhibit C) to Buyer as outlined in Section 6.1(a) hereof, Buyer or its designee or assignee ("Interim Trail Manager") shall assume full responsibility for management of the Primary Premises; Buyer shall be responsible for any and all taxes that may be levied or assessed against the Premises after Closing; and Buyer shall assume full responsibility for any legal liability arising out of the transfer or use of the Primary Premises.

22.3 Buyer acknowledges that the Primary Premises remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Buyer to enter into this Agreement, and in the event action is taken to reactivate rail service on the Primary Premises, Seller agrees to compensate Buyer, or assist Buyer as follows:

A.) In the event the STB, or any other entity of the United States Government, compels Seller, its successors or assigns, to reactivate rail service on the Primary Premises, or in the event Seller, its successors or assigns, voluntarily takes steps to reactivate rail service on the Primary Premises by seeking to vacate the NITU, and if the STB approves the vacation of the NITU and reactivation of rail service requiring conveyance of the Primary Premises by the Interim Trail Manager to the Seller, then, in such event, Seller, its successors or assigns, shall pay to

the Buyer or, at Buyer's discretion, the Interim Trail Manager, at the time of reactivation a sum equivalent to the Purchase Price for the Primary Premises set forth in Section 2.1, as adjusted by the same percentage of increase reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). The amount to be paid by Seller to the Interim Trail Manager shall be calculated in accordance with the following:

$$(\text{Current Price Index}^*/\text{Base Price Index}^{**}) \times \text{Purchase Price} = \text{Amount paid to Interim Trail Manager}$$

* Effective average annual CPI for the most recent year ending prior to reactivation.

** Effective average annual CPI for the year of Closing.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the adjustment shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Seller and the Interim Trail Manager.

In the event that rail service is reactivated and reimbursement is required by Seller as set out herein, Buyer shall re-convey the Primary Premises, together with all improvements located thereon, to Seller, or

B.) In the event a party other than Seller, its successors or assigns, seeks to reactivate rail service by petitioning the STB to vacate the NITU, and the STB in consideration of its decision to reactivate requires a letter of concurrence to be provided by Seller, its successors or assigns, supporting the vacation of the NITU and reactivation of rail service by such third party, then Seller, its successors or assigns, covenants and agrees that it shall withhold such letter of concurrence until it has received a letter from the Buyer or, at Buyer's discretion, the Interim Trail Manager, stating the Buyer or Interim Trail Manager's support for reactivation of rail service and vacation of the NITU, and that the Buyer or Interim Trail Manager has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for the depreciated value of trail related improvements and compensation for transfer and conveyance of the Primary Premises, provided that such compensation shall not be greater than the fair market value of the Primary Premises at that time.

22.4 The provisions of this Section 22 shall survive termination of this Agreement and shall constitute the trail use conditions between Buyer and Seller.

23. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

24. ESCROW AGREEMENT: The Escrow Agent is authorized and agrees by acceptance thereof to deposit promptly into an interest bearing account in a federally insured bank and to hold the Deposit and any other funds received hereunder or in connection herewith in escrow and subject to clearance thereof to disburse same in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubts as to Escrow Agent's duties or liabilities under the provisions of this Agreement, the Escrow Agent may in its sole discretion, continue to hold the subject matter of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may interplead same with the Court having jurisdiction of the

dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any dispute between Buyer and Seller wherein the Escrow Agent is made a party by virtue of acting as an Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. Except as otherwise provided expressly in this Agreement, Escrow Agent shall receive no compensation or consideration for performance of services hereunder. Escrow Agent further represents and warrants to Buyer and Seller, by its acceptance below, that Escrow Agent has no present or past relationship, interest or affiliation with Seller or Buyer (or any of their affiliates) or the Premises, except as disclosed in writing to Seller and Buyer prior to the Escrow Agent's acceptance of its appointment as Escrow Agent under this Agreement.

25. THIRD PARTY BENEFICIARIES: Pure Muskegon. LLC and MCC Realty, LLC shall be third party beneficiaries to this Agreement to the extent necessary to enforce the terms hereof relating to Additional Premises.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Agreement to be signed the _____ day of _____, 20____, in duplicate, each of which shall be considered an original.

WITNESS(ES):

CITY OF MUSKEGON:

Print Name: _____
Print Title: _____

WITNESS(ES):

CSX TRANSPORTATION, INC.

By: _____
Print Name: _____
Print Title: _____

WITNESS(ES):

ESCROW AGENT: [insert name]

Print Name: _____
Print Title: _____
Print Address: _____
Print Phone: _____

EXHIBIT A

MAP OF PRIMARY PREMISES AND ADDITIONAL PREMISES

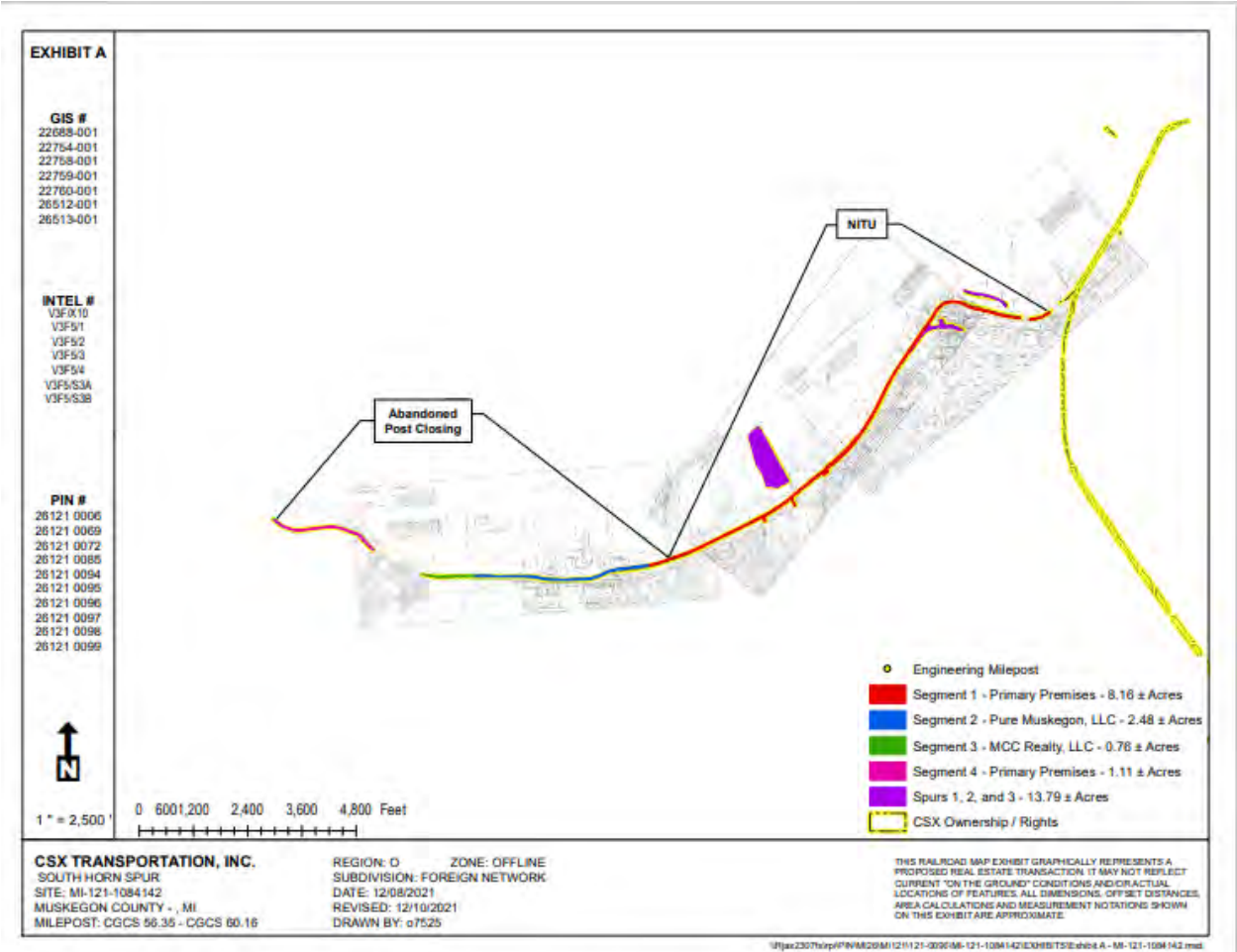


EXHIBIT B

[CSX]

Jessica Braig
Sales Analyst

December 3, 2021

Michigan Shore Railroad
c/o Genesee and Wyoming
Attn: Julie Eddy
1990 East Washington Street
East Peoria, IL 61611

500 Water Street
(SC 3180)
Jacksonville, FL 32202
(904) 279-3881
jessica_braig@csx.com

RE: Muskegon Michigan – South Horn Spur; M1-121-1084142, Sappi Lead

Dear Julie Eddy:

As acceptance of this letter agreement, both parties understand that the Sappi Lead as shown in Exhibit A attached hereto will be acquired by a third party for future development.

In consideration of this third party acquisition, both parties to this letter agreement agree to the following:

1. The Michigan Shore Railroad, a division of Mid-Michigan Railroad, Inc. (“MSR”), will reasonably assist CSX Transportation, Inc. (“CSXT”) in a joint filing with the STB for authority to discontinue service over, and abandon, the Sappi Lead. The parties will submit a joint filing within two hundred forty (240) days after the execution date of the Purchase and Sale Agreement, and that CSXT will take the lead on the filings through their attorney.

2. MSR hereby confirms that there has been no activity on this line within the two years prior to the date of this letter agreement.
3. MSR will not be responsible for STB filing fees or any legal fees associated with such filing.
4. MSR understands that the lease rate set forth in the existing lease agreement with CSXT will not be adjusted following the abandonment of the Sappi Lead and subsequent removal of such line from such lease agreement.
5. MSR will work with CSXT to have the Sappi lead removed from the lease agreement by way of an amendment negotiated in good faith by MSR and CSXT and to be fully executed at the closing of the purchase and sale of the Sappi Lead by the third party purchaser.

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

CSX Transportation, Inc.

Michigan Shore Railroad, a division of Mid-Michigan Railroad, Inc.

Director of Real Estate

Date:

Date:

EXHIBIT A

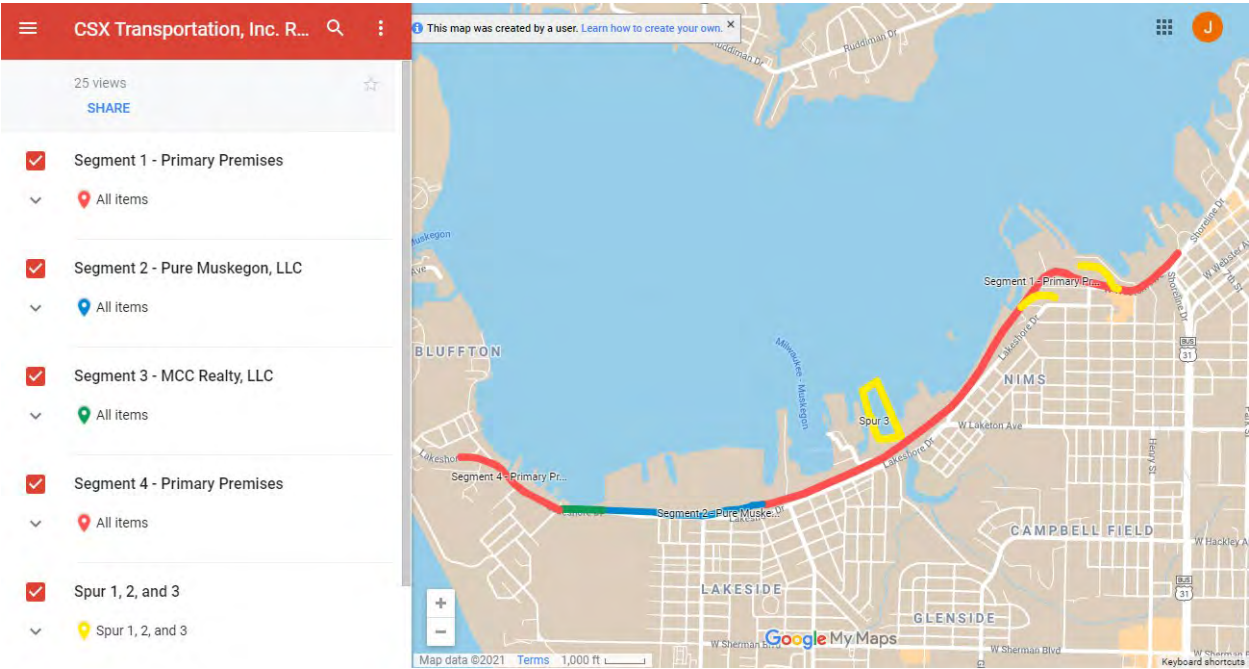


EXHIBIT C
MAP OF TRAIL USE SEGMENTS

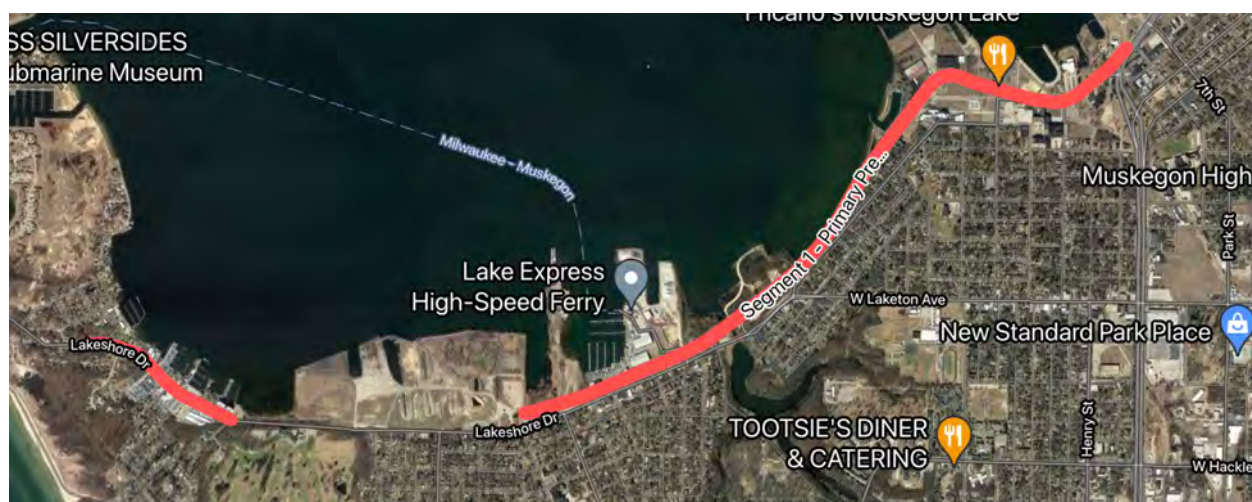


EXHIBIT D		
Name	Contract #	Contract Date
CONSUMERS POWER CO	CO 050732	1966-07-22
ANACONDA WIRE AND CABLE CO	CO 050950	1966-11-29
MUSKEGON CITY OF	CO 051112	1967-02-10
WARREN S D CO	CO 051362	1967-04-20
GRAND TRUNK WESTERN RR CO	CO 052261	1967-10-16
BRENEMAN INC	CO 061797	1979-07-23
LUMBERTOWN ASSOCIATES	CO 063404	1984-02-24
LUMBERTOWN ASSOCIATES	CO 063406	1984-02-29
S D WARREN CO	CSX009886	1989-08-15
GREAT LAKES DOCK AND MATERIALS A PARTNER	CSX011690	1990-04-24
COLES QUALITY FOODS INC	CSX012969	1990-08-24
GREAT LAKES DOCK AND MATERIALS	CSX013286	1990-11-05
MID MICHIGAN RAILROAD INC	CSX049558001	2005-09-09
FRONTIER NORTH INC	CSX836337V48	1972-06-27
FRONTIER NORTH INC	CSX836337V61	1984-03-14
FRONTIER NORTH INC	CSX836337V64	1958-10-06
CITY OF MUSKEGON	CSX898548	2019-12-02
MICHIGAN RR COMMISSION	DOT235862K	1916-11-09
MUSKEGON TRACTION AND LIGHTING CO	DOT235863S	1916-12-05
TOTH CONSTRUCTION CO INC	DOT235875L	1954-06-09
ROAD CROSSING PROJECT ONLY NOT ACTIVE	DOT235887F	2002-10-30
ROAD CROSSING PROJECT ONLY NOT ACTIVE	DOT235889U	2002-10-30
SHAW WALKER CO	PM 007798	1908-02-03
CRESCENT MANUFACTURING CO	PM 007968	1908-04-30
CENTRAL PAPER CO	PM 008227	1899-09-21
GRAND RAPIDS-MUSKEGON POWER COMPANY	PM 010643	1911-05-31
MUSKEGON MI	PM 019552	1922-03-13
MUSKEGON CITY OF	PM 020730	1923-08-28
MUSKEGON TRACTION AND LIGHTING CO	PM 022168	1925-12-01
MUSKEGON CITY OF	PM 024259	1928-10-22
MUSKEGON MI	PM 024619	1929-05-27
MUSKEGON CITY OF	PM 026411	1931-12-28
SHELL PETROLEUM CORP	PM 028750	1936-02-25
MUSKEGON CITY OF	PM 029106	1936-12-22
MUSKEGON CITY OF	PM 029190	1937-02-17
MUSKEGON CITY OF	PM 030398	1939-01-24
MUSKEGON CITY OF	PM 030544	1939-06-13
MUSKEGON MI	PM 030962	1940-03-26

MUSKEGON MI	PM 031551	1941-06-17
SHAW WALKER CO	PM 031919	1942-02-03
JENSEN PAUL	PM 033265	1944-12-21
WEST MICHIGAN CONSUMERS CO	PM 033302	1945-01-23
MUSKEGON MI	PM 033611	1945-07-24
MUSKEGON MI	PM 036188	1949-04-14
MUSKEGON CITY OF	PM 036764	1950-02-15
GREAT LAKES DOCK AND MATERIALS CORP	PM 039255	1954-04-05
AMERICAN OIL CO	PM A-1-209	1962-05-08
ANACONDA WIRE AND CABLE CO	PM A-304-1	1937-06-23
ANACONDA WIRE AND CABLE CO	PM A-304-10	1950-12-19
ANACONDA WIRE AND CABLE CO	PM A-304-2	1937-11-30
ANACONDA WIRE AND CABLE CO	PM A-304-8	1947-11-04
BRENEMAN HARTSHORN INC	PM B-1058-3	1954-10-06
CENTRAL PAPER CO	PM C-356-3	1954-01-27
CENTRAL PAPER CO	PM C-356-5	1921-10-25
FISHER INVESTMENT CO	PM F-395-1	1949-03-21
CONSUMERS ENERGY CO	PM L03022213	1984-04-16
CONSUMERS ENERGY CO	PM L03022316	1984-03-28
CONSUMERS ENERGY CO	PM L03022342	1970-04-01
CONSUMERS ENERGY CO	PM L03022359	1998-10-21
CONSUMERS ENERGY CO	PM L03022537	1950-10-11
CONSUMERS ENERGY CO	PM L03022569	1957-02-26
CONSUMERS ENERGY CO	PM L03022571	1947-09-16
CONSUMERS ENERGY CO	PM L03022577	1959-02-25
CONSUMERS ENERGY CO	PM L03022587	1963-04-10
CONSUMERS ENERGY CO	PM L03022588	1963-04-10
CONSUMERS ENERGY CO	PM L03022589	1963-04-10
CONSUMERS ENERGY CO	PM L03022590	1963-04-10
CONSUMERS ENERGY CO	PM L03022592	1965-04-13
CONSUMERS ENERGY CO	PM L03022595	1965-05-25
CONSUMERS ENERGY CO	PM L03022690	1966-10-13
CONSUMERS ENERGY CO	PM L03022693	1966-07-22
CONSUMERS ENERGY CO	PM L03022697	1971-04-12
CONSUMERS ENERGY CO	PM L03022713	1966-07-22
CONSUMERS ENERGY CO	PM L03022738	1974-02-07
CONSUMERS ENERGY CO	PM L03022749	1975-06-11
CONSUMERS ENERGY CO	PM L03022900	1956-09-18
CONSUMERS ENERGY CO	PM L03022955	1970-04-01
CONSUMERS ENERGY CO	PM L03022969	1950-10-11

CONSUMERS ENERGY CO	PM L03022974	1951-04-02
CONSUMERS ENERGY CO	PM L03022C28	1966-07-22
CONSUMERS ENERGY CO	PM L03022C56	1965-04-13
CONSUMERS ENERGY CO	PM L03022C60	1965-05-25
ANDRIE STANLEY J	PM L17539	1967-10-16
MARATHON PIPE LINE LLC	PM L18264	1978-03-06
MONTAGUE CITY OF	PM L18400	1979-09-27
LAKESHORE YACHT HARBOUR INC	PM L18579	1983-08-29
BP PRODUCTS NORTH AMERICA INC	PM L20043	1947-12-09
GREAT LAKES MARINA AND STORAGE	PM L20293	1975-02-21
CROW INVESTMENTS LLC	PM L20293001	2000-07-07
MICHIGAN CONSOLIDATED GAS CO	PM L20600	1985-04-30
BP PRODUCTS NORTH AMERICA INC	PM L40145	1955-07-28
MUSKEGON CITY OF	PM L40168	1931-11-16
MICHIGAN CONSOLIDATED GAS CO	PM L40292	1950-08-07
MICHIGAN CONSOLIDATED GAS CO	PM L40320	1954-10-20
MUSKEGON CITY OF	PM M-13-44	1948-03-23
MUSKEGON CITY OF	PM M-13-54	1958-04-23
MUSKEGON CITY OF	PM M-13-58	1960-12-08
MICHIGAN PUBLIC SERVICE COMMISSION	PM M-13-60	1962-10-11
MICHIGAN CONSOLIDATED GAS CO	PM M-927-63	1955-08-09
STANDARD OIL CO	PM S-1-153	1938-08-23
SOCONY MOBILE OIL CO INC	PM S-770-6	1935-05-29

EXHIBIT E**QUIT CLAIM DEED**

CSX Transportation, Inc., a Virginia Corporation, whose address is c/o Real Estate and Facilities Management, 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202

QUIT CLAIMS TO: **City of Muskegon**, a Michigan municipal corporation, which offices located at 933 Terrace Street, Muskegon, Michigan 49440, the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan:

See attached Exhibit A.

(the "Premises") and is subject to restrictive covenants provided for in Exhibit B.

For the sum of: One Million Six Hundred Forty-Eight Thousand and no/100 U.S. Dollars (\$1,648,000.00).

Dated: _____, 2021

CSX Transportation, Inc., a Virginia Corporation

By:
Name:
Title:

State of Michigan
County of Muskegon

The foregoing instrument was acknowledged before me _____, 2021, by _____, **CSX Transportation, Inc., a Virginia Corporation.**

Notary Public, _____ County, FL
Acting in _____ County, FL
My commission Expires: _____

When recorded return to:
Send subsequent tax bills to:
Prepared by:
PARMENTER LAW
By: John C. Schrier

Drafter
Buyer
Business Address:
601 Terrace Street, P.O. Box 786
Muskegon, MI 49443-0786

The drafter of this instrument has not examined any title evidence to the land conveyed and renders no opinion as to the marketability of title or whether this conveyance complies with the Michigan Land Division Act, 1967 PA 288, as amended by 1996 PA 591.

Exhibit A

The following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan:

EXHIBIT B

RESTRICTIVE COVENANTS

This deed shall contain the following restrictive covenants, to run with title and to be binding upon Buyer, Buyer's successors, and assigns, or anyone claiming title to or holding the Premises through Buyer upon closing and recordation:

PURPOSE: Buyer acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use for trail purposes. Buyer, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than trail use and will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, or (c) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human). By acceptance of this deed, Buyer further covenants that it, its successors, or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

TRAILS RESERVATION: Buyer, by acceptance hereof, acknowledges Buyers rights hereunder to: (a) the National Trails System Act, 16 U.S.C. §1247 (d), including applicable regulations at CFR §1152.29; and (b) the Notice of Interim Trail Use issued by the STB final decision in the abandonment proceeding to be filed by Seller.

NO ACCESS: Buyer, by acceptance of this deed, covenants and represents that Buyer has access either through adjoining property owned by Buyer or through other property not owned by Seller or Buyer. Buyer, on its behalf, its successors and assigns, releases Seller, its successors and assigns, from any responsibility, obligation or liability to provide access through land now owned or subsequently acquired by Seller. Should Buyer convey the Premises, or any portion, to a third party, Buyer will provide access through Buyer's adjoining property or through other property not owned by Seller.

FENCING: Buyer, by the acceptance hereof, hereby covenants and agrees with Seller that Seller shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s).

DRAINAGE: Buyer, by acceptance of this deed, hereby covenants that it, its successors or assigns shall maintain any existing drainage on the Premises in such a manner as not to impair adjacent railroad property and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Seller's drainage system or upon the adjacent railroad operating property or other lands and facilities of Seller.

NOISE, LIGHT, FUME, VIBRATION ABATEMENT: Seller shall not be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines along the Premises.

MINERAL RIGHTS. Seller shall except and reserve unto itself as Seller, its successors and assigns, all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Premises; and **RESERVING** the right for Seller, its successors and assigns, to remove the same; **HOWEVER**, Seller will not drill or permit drilling on the surface of the Premises.

Buyer and Seller agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Buyer, its successors, heirs, legal representatives and assigns regardless of whether Seller continues to own property adjacent to the Premises. Buyer acknowledges Seller will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Seller retains title to property adjacent to the Premises.

EXHIBIT F

TERMINATION OF EASEMENTS

THIS TERMINATION OF EASEMENTS is made this _____ day of _____, 2021, by and between PURE MUSKEGON, LLC, a Michigan limited liability, whose address is 1218 E. Pontaluna, Spring Lake, MI 49456 (“PM”) and CSX Transportation, Inc., a Virginia Corporation, whose address is 500 Water Street, J-180, 12th Floor, Jacksonville, FL 32202 (“CSX”).

Recitals

A. PM owns certain real property located in the City of Muskegon, Muskegon County, Michigan, commonly known as 2400 Lakeshore Drive and legally described on **Exhibit A** attached hereto (the “PM Property”).

B. The PM Property is subject to the following easements relating to a railroad right of way over the PM Property:

i. Instrument dated November 28, 1879, executed and delivered by Alexander Mason and John Moon to Muskegon Lake Railroad Company that was recorded at Liber 40, Page 145 Muskegon County Records on December 29, 1879.

ii. Instrument dated November 28, 1879, executed and delivered by Alexander Rodgers and Eliza Lemieux to Muskegon Lake Railroad Company that was recorded at Liber 40, Page 147, Muskegon County Records on December 29, 1879.

iii. Instrument dated November 29, 1879, executed and delivered by Alexander Rodgers and Eliza Lemieux to Muskegon Lake Railroad Company that was recorded at Liber 40, Page 149, Muskegon County Records on December 29, 1879.

iv. Instrument dated September 2, 1899, executed and delivered by Eugene Maurer and Margarita Maurer, his wife, to Chicago and West Michigan Railway Company that was recorded at Liber 104, Page 143, Muskegon County Records on April 19, 1900.

v. Instrument dated September 32, 1899, executed and delivered by Chase Hackley Piano Co to Chicago and West Michigan Railway Company that was recorded at Liber 104, Page 145, Muskegon County Records on April 19, 1900.

vi. Instrument dated December 16, 1879, executed and delivered by Elisha Eldred to Chicago and West Michigan Railroad Company that was recorded at Liber 421, Page 306, Muskegon County Records on August 13, 1941.

C. CSX is the successor to each of the railroads referenced above and is the holder of each of the easement interests referenced above (“the RR ROW”).

D. On or about September 15, 1969, (“CSX”) conveyed to Scott Paper Company, a Pennsylvania corporation (“Scott”), the former owner of the PM Property, all of its interest in the RR ROW located on the PM Property, but reserved an easement over the RR ROW in favor of CSX for railroad trackage and appurtenant facilities for rail service for Scott, which was recorded on April 16, 1970, at Liber 937, Page 527, Muskegon County Records (the “1969 Easement”).

E. The 1969 Easement terminates by its terms when Scott or its successors and assigns no longer require rail service.

F. All industrial facilities have been removed from the PM Property, so rail service is no longer required.

G. PM and CSX desire to terminate the RR ROW, including the 1969 Easement.

Agreement

1. Termination of Easement. PM and CSX hereby confirm termination of the Easement and that the RR ROW and 1969 Easement shall have no further force or effect. The PM Property is hereby released from the RR ROW and 1969 Easement.

2. Quit Claim Deed. In order to fully confirm termination of the Easement and termination of all of CSX’s interest in the RR ROW and the 1969 Easement, CSX has executed and delivered to PM a quit claim deed in the form of **Exhibit B** attached hereto that will be recorded together with this Termination of Easements.

3. Entire Agreement. This Agreement sets forth the parties’ entire agreement and understanding relating to its subject matter and merges and supersedes all prior agreements writings, commitments, discussions and understandings between them.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorized representatives.

PURE MUSKEGON, LLC

By: _____
Name: _____
Its: Manager

Acknowledged before me in Muskegon County, Michigan, on the _____ day of _____, 2021, by _____, as Manager, on behalf of Pure Muskegon, LLC.

_____, Notary Public
_____, County, MI
Acting in _____ County, MI
My commission expires: _____

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Its: _____

Acknowledged before me in Dural County, Florida, on the _____ day of _____, 2021, by _____, as _____, on behalf of CSX Transportation, Inc.

_____, Notary Public
_____, County, FL
Acting in _____ County, FL
My commission expires: _____

[SEAL]

Drafted by and after recording return to:
J. Scott Timmer
Gielow Groom Terpstra & McEvoy
281 Seminole Road – 2nd Floor
Norton Shores, MI 49444

EXHIBIT A

Land situated in the City of Muskegon, Muskegon County, Michigan:

Parcel A:

That part of Blocks 598, 599, 601 and 602 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and that part of the Southwest 1/4, Section 35, Town 10 North, Range 17 West, being described as: Commencing at the West 1/4 corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section; thence South 89 degrees 11 minutes 37 seconds East 488.51 feet along the North right-of-way line of Lake Shore Drive (a 66.00 foot wide public right-of-way) to the Place of Beginning; thence North 00 degrees 48 minutes 23 seconds East 310.18 feet perpendicular to said right-of-way; thence South 88 degrees 56 minutes 12 seconds East 686.80 feet; thence South 05 degrees 19 minutes 28 seconds East 50.00 feet; thence South 10 degrees 02 minutes 06 seconds East 238.18 feet; thence Westerly 253.57 feet along aforesaid North right-of-way line of Lake Shore Drive on a 1367.00 foot radius curve to the right, the chord of which bears South 85 degrees 29 minutes 33 seconds West 253.20 feet; thence North 89 degrees 11 minutes 37 seconds West 484.81 feet along said right-of-way line to the Place of Beginning. Also subject to railroad right-of-way across subject property.

Parcel B:

That part of Blocks 598, 599, 600, 601 and 602 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and part of the Southwest 1/4, Section 35, Town 10 North, Range 17 West, being described as: Commencing at the West 1/4 corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section; thence South 89 degrees 11 minutes 37 seconds East 973.32 feet along the North right of way line of Lake Shore Drive (a 66.00 foot wide public right of way); thence Easterly 253.57 feet along said right of way line on a 1367.00 foot radius curve to the left, the chord of which bears North 85 degrees 29 minutes 33 seconds East 253.20 feet to the Place of Beginning; thence North 10 degrees 02 minutes 06 seconds West 238.18 feet; thence North 05 degrees 19 minutes 26 seconds West 50.00 feet; thence North 88 degrees 56 minutes 12 seconds West 591.89 feet; thence North 01 degrees 03 minutes 48 seconds East 1302.28 feet; thence South 85 degrees 18 minutes 57 seconds East 175.31 feet along an intermediate traverse line to the shore of Muskegon Lake; thence South 87 degrees 13 minutes 08 seconds East 497.19 feet along said traverse line; thence South 82 degrees 07 minutes 10 seconds East 151.35 feet along said traverse line to the East line of Block 598; thence South 01 degrees 03 minutes 48 seconds West 1282.87 feet (previously described as 1307.84 feet) along said East block line; thence South 31 degrees 14 minutes 58 seconds West 74.61 feet; thence South 26 degrees 33 minutes 42 seconds West 44.65 feet; thence South 21 degrees 45 minutes 52 seconds East 119.75 feet; thence Westerly 174.32 feet along aforesaid North right of way line of Lake Shore Drive on a 1367.00 foot radius curve to the right, the chord of which bears South 76 degrees 31 minutes 31 seconds West 174.20 feet to the Place of Beginning. All lands herein described extend to the waters edge of Muskegon Lake. Also subject to railroad right of way across subject property.

Parcel C:

That part of Blocks 601, 602, 603 and 604, of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and part of Sections 34 and 35, Town 10 North, Range 17 West, being described as: Commencing at the West 1/4 corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section to the Northerly right of way line of Lake Shore Drive (a 66.00 foot wide public right of way) to the Place of Beginning; thence

North 89 degrees 11 minutes 37 seconds West 19.36 feet along said North right of way line; thence North 89 degrees 00 minutes 09 seconds West 536.05 feet; thence North 89 degrees 13 minutes 46 seconds West 768.17 feet along said North right of way line; thence North 85 degrees 25 minutes 57 seconds West 388.49 feet along said North right of way line; thence North 82 degrees 34 minutes 08 seconds West 448.42 feet along said North right of way line; thence North 85 degrees 52 minutes 47 seconds West 149.07 feet along said North right of way line; thence South 89 degrees 31 minutes 08 seconds West 87.96 feet along said North right of way line; thence North 01 degrees 00 minutes 26 seconds East 53.65 feet to an intermediate traverse line of Muskegon Lake; thence North 02 degrees 04 minutes 37 seconds East 809.35 feet along said traverse line; thence North 72 degrees 15 minutes 37 seconds East 315.95 feet along said traverse line; thence North 69 degrees 10 minutes 35 seconds East 559.45 feet along said traverse line; thence South 06 degrees 30 minutes 50 seconds East 477.00 feet along said traverse line; thence North 77 degrees 43 minutes 53 seconds East 242.00 feet along said traverse line; thence North 07 degrees 47 minutes 31 seconds West 513.00 feet along said traverse line; thence North 72 degrees 30 minutes 24 seconds East 571.33 feet along said traverse line; thence South 71 degrees 00 minutes 41 seconds East 343.90 feet along said traverse line; thence North 80 degrees 16 minutes 18 seconds East 1074.06 feet along said traverse line; thence South 01 degrees 03 minutes 48 seconds West 1302.28 feet; thence North 88 degrees 56 minutes 12 seconds West 94.91 feet; thence South 00 degrees 48 minutes 23 seconds West 310.18 feet; thence North 89 degrees 11 minutes 37 seconds West 488.51 feet along the aforesaid North right of way line to the Place of Beginning. All lands herein described extend to the waters edge of Muskegon Lake. Also subject to railroad right of way across subject property.

61-24-205-598-0001-00 (Parcels A, B and C)

Parcel D, Easement Parcel:

A non-exclusive easement to lay, construct, install, operate, inspect, maintain, repair, renew, change the size of, and remove a pipeline or lines or subsurface cables, wires, or conduits and all appurtenances thereto, for the transportation of liquids or gases or mixtures thereof and/or all waste and sewage or electrical, gas, or other transmissions of energy or other substances, as contained in the Easement Agreement recorded in Liber 1359, Page 909 over the following described land: That part of Lot 20 of Block 597 of the Revised Plat (1903) of the City of Muskegon as recorded in Liber 3 of Plats, Page 71, Muskegon County, Michigan, described as follows: A strip of land 20.00 feet in width lying 10.00 feet either side, measured at right angles, from the following described center line: Commencing at the Southwesterly corner of said Lot 20, thence North 1 degree 05 minutes 30 seconds West along the Westerly line of said Lot 31.00 feet, for point of beginning of said centerline, thence North 74 degrees 11 minutes East 609.90 feet to a point on the extended Easterly line of Lot 8 of said Block 597, thence North 67 degrees 33 minutes East 502.40 feet to a point on the Easterly line of said Lot 20 which is North 24 degrees 06 minutes 20 seconds West 41.00 feet from the Southeasterly corner of said Lot 20 for point of ending of said centerline.

Parcel E, Easement Parcel:

A non-exclusive easement for the purpose of maintaining and using a certain pipeline, as contained in the Easement that is referred to in the Memorandum of Easement, recorded in Liber 3563, Page 950, over the following described land: Part of Section 26 and 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, being Block 595 and part of Block 594 of the Revised Plat (1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, described as follows: Commence at the North quarter corner of Section 36, Town 10 North, Range 17 West, City of Muskegon; thence South 89 degrees 39 minutes 00 seconds West along the North line of said Section 36, a distance of 2659.65 feet to the Northwest corner of said Section 36; thence South 52 degrees 09 minutes 40 seconds West (Deed recorded in Liber 51, Page 610, Muskegon County Records, recites South 52 degrees 11 minutes 00 seconds West) a distance of 788 feet to a point on the North right-of-way line of the Chesapeake and Ohio Railway Company (30 feet wide); thence North 26 degrees 43 minutes 00 seconds West along the line as described in said Liber 51, Page 610, a distance of 5.10 feet to the point of beginning, being 20.00

feet, at right angles to the centerline of said railroad; thence South 51 degrees 44 minutes 22 seconds West along said right-of-way line, a distance of 264.38 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right and said right-of-way line, an arc distance of 585.67 feet, said curve data being radius of 2795.00 feet, delta angle of 12 degrees 00 minutes 23 seconds, chord length of 584.63 feet, chord bearing of South 57 degrees 44 minutes 34 seconds West, chord definition to the West line of Block 595, City of Muskegon; thence North 00 degrees 30 minutes 50 seconds West by lot line agreement, as recorded in Liber 40, Page 430, Muskegon County Records, a distance of 98.19 feet; thence North 06 degrees 30 minutes 50 seconds West along said line, a distance of 966.90 feet; thence North 12 degrees 50 minutes 50 seconds West along said line, a distance of 249.94 feet to a point on the shore of Muskegon Lake; thence South 16 degrees 27 minutes 16 seconds East a distance of 204.68 feet along an intermediate traverse line on the shore of Muskegon Lake; thence continuing along said traverse line, South 42 degrees 59 minutes 01 second East, a distance of 111.66 feet; thence continuing along said traverse line, South 24 degrees 09 minutes 27 seconds East, a distance of 138.22 feet; thence continuing along said traverse line, South 13 degrees 37 minutes 34 seconds East, a distance of 226.09 feet; thence continuing along said traverse line, South 78 degrees 13 minutes 37 seconds East, a distance of 234.94 feet; thence continuing along said traverse line, North 64 degrees 46 minutes 34 seconds East, a distance of 282.51 feet to the lot line agreement, as recorded in Liber 51, Page 610, Muskegon County Records; thence South 26 degrees 43 minutes 00 seconds East along said line, a distance of 308.34 feet to the point of beginning.

Parcel 1:

Lots 1, 2, and the North 80 feet of Lots 3, 4, and 5, Block 1, LeBoeuf Avenue Subdivision to the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 6 of Plats, Page 27.

61-24-540-001-0001-00

Parcel 2:

Lots 1, 2, 3, 4, 5, 6, and 7, East 1/2 of Lot 8 and the North 10 feet of vacated alley, Block 664, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71.

61-24-205-664-0001-00

Parcel 3:

Lots 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block 664, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and the North 10 feet of vacated alley on the South.

61-24-205-664-0018-00 (Lots 18 and 19)

61-24-205-664-0020-00 (Lots 20 through 27)

Parcel 4:

Lots 1, 2, and 3, Block 677, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71.

61-24-205-677-0001-00

Parcel 5:

The North 132 feet of Lot 4, Block 677, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71.

61-24-205-677-0004-00

Parcel 6:

That part of Block 693, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Commence at a point 100 feet South of the South line of Lake Street(now Lake Shore Drive) and 135 feet West of the East line of said Block 693; thence West parallel with Lake Street 50 feet; thence North parallel with the East line of said Block 100 feet; thence East parallel with Lake Street 50 feet; thence South parallel with the East line of said Block 100 feet to the Point of Beginning. Also known as Lot 5 and the West 20 feet of Lot 4, of an unrecorded resubdivision of Block 693.

61-24-205-693-0001-14

Parcel 7:

Part of Block 693 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Commence on the South line of Lake Street 185 feet West of the East line of said Block 693, thence West along the South line of Lake Street 60 feet, thence South 100 feet, thence East 60 feet, thence North 100 feet to the place of beginning.

61-24-205-693-0001-13

Parcel 8:

That part of Block 693, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Commence at a point on the South line of Lake Street (now Lake Shore Drive) 285 feet West of the East line of said Block 693; thence West 60 feet; thence South 100 feet; thence East 60 feet; thence North 100 feet to the Point of Beginning. Also known as Lots 8 and 9, of an unrecorded resubdivision of Block 693.

61-24-205-693-0001-05

Parcel 9:

That part of Block 693, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Commencing 100 feet South of the South line of Lake Street and 345 feet West of the East line of said Block, thence West parallel with Lake Street 30 feet, thence North parallel with East line of said Block a distance of 100 feet, thence East along the South line of Lake Street 30 feet, thence South parallel with the East line of said Block a distance of 100 feet to the point of beginning, and part of Block 693 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Beginning at a point 100 feet South of the South line of Lake Street and 375 feet West of the East line of said block and going West parallel with Lake Street 30 feet, thence North parallel with the East line of said Block a distance of 100 feet, thence East parallel with Lake Street 30 feet, thence South parallel with the East line of said Block a distance of 100 feet to the point of beginning.

Together with that part of vacated alley adjacent to the above described property. Said alley is described as: Part of a 14 foot unplatted alley in Block 693 of the Revised Plat of 1903 of the City of Muskegon located 100 feet South of and parallel to Lakeshore Drive, extending East 100 feet from the East line of Sherin Street.

61-24-205-693-0001-04

EXHIBIT B
QUIT CLAIM DEED

CSX Transportation, Inc., a Virginia Corporation, whose address is 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202, in consideration of the sum of Ten Dollars (\$10.00), the receipt and adequacy of which are hereby acknowledged, quit claims to **Pure Muskegon, LLC**, a Michigan limited liability company, whose address is 1218 E. Pontaluna, Spring Lake, MI 49456 the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan and legally described as:

SEE EXHIBIT A ATTACHED HERETO

This deed is exempt from county and state real estate transfer tax pursuant to MCL 207.505(a); and MCL 207.526(a), respectively.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors or other associated conditions may be used and are protected by the Michigan Right To Farm Act.

CSX Transportation, Inc.

Dated this _____ day of _____, 2021.

By: _____

Its _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of CSX Transportation, Inc. for and on behalf of said corporation.

[SEAL]

Notary Public, _____ County, FL
Acting in _____ County, FL
My commission expires: _____

Drafted by & when recorded return to:
J. Scott Timmer
GIELOW GROOM TERPSTRA & MCEVOY
281 Seminole – 2nd Floor
Norton Shores, MI 49444

EXHIBIT A

Land situated in the City of Muskegon, Muskegon County, Michigan:

Parcel A:

That part of Blocks 598, 599, 601 and 602 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and that part of the Southwest 1/4, Section 35, Town 10 North, Range 17 West, being described as: Commencing at the West 1/4 corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section; thence South 89 degrees 11 minutes 37 seconds East 488.51 feet along the North right-of-way line of Lake Shore Drive (a 66.00 foot wide public right-of-way) to the Place of Beginning; thence North 00 degrees 48 minutes 23 seconds East 310.18 feet perpendicular to said right-of-way; thence South 88 degrees 56 minutes 12 seconds East 686.80 feet; thence South 05 degrees 19 minutes 28 seconds East 50.00 feet; thence South 10 degrees 02 minutes 06 seconds East 238.18 feet; thence Westerly 253.57 feet along aforesaid North right-of-way line of Lake Shore Drive on a 1367.00 foot radius curve to the right, the chord of which bears South 85 degrees 29 minutes 33 seconds West 253.20 feet; thence North 89 degrees 11 minutes 37 seconds West 484.81 feet along said right-of-way line to the Place of Beginning. Also subject to railroad right-of-way across subject property.

Parcel B:

That part of Blocks 598, 599, 600, 601 and 602 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and part of the Southwest 1/4, Section 35, Town 10 North, Range 17 West, being described as: Commencing at the West 1/4 corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section; thence South 89 degrees 11 minutes 37 seconds East 973.32 feet along the North right of way line of Lake Shore Drive (a 66.00 foot wide public right of way); thence Easterly 253.57 feet along said right of way line on a 1367.00 foot radius curve to the left, the chord of which bears North 85 degrees 29 minutes 33 seconds East 253.20 feet to the Place of Beginning; thence North 10 degrees 02 minutes 06 seconds West 238.18 feet; thence North 05 degrees 19 minutes 26 seconds West 50.00 feet; thence North 88 degrees 56 minutes 12 seconds West 591.89 feet; thence North 01 degrees 03 minutes 48 seconds East 1302.28 feet; thence South 85 degrees 18 minutes 57 seconds East 175.31 feet along an intermediate traverse line to the shore of Muskegon Lake; thence South 87 degrees 13 minutes 08 seconds East 497.19 feet along said traverse line; thence South 82 degrees 07 minutes 10 seconds East 151.35 feet along said traverse line to the East line of Block 598; thence South 01 degrees 03 minutes 48 seconds West 1282.87 feet (previously described as 1307.84 feet) along said East block line; thence South 31 degrees 14 minutes 58 seconds West 74.61 feet; thence South 26 degrees 33 minutes 42 seconds West 44.65 feet; thence South 21 degrees 45 minutes 52 seconds East 119.75 feet; thence Westerly 174.32 feet along aforesaid North right of way line of Lake Shore Drive on a 1367.00 foot radius curve to the right, the chord of which bears South 76 degrees 31 minutes 31 seconds West 174.20 feet to the Place of Beginning. All lands herein described extend to the waters edge of Muskegon Lake. Also subject to railroad right of way across subject property.

Parcel C:

That part of Blocks 601, 602, 603 and 604, of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and part of Sections 34 and 35, Town 10 North, Range 17 West, being described as: Commencing at the West 1/4 corner of said Section 35; thence North 00 degrees 49 minutes 57 seconds East 347.09 feet along the West line of said Section to the Northerly right of way line of Lake Shore Drive (a 66.00 foot wide public right of way) to the Place of Beginning; thence

North 89 degrees 11 minutes 37 seconds West 19.36 feet along said North right of way line; thence North 89 degrees 00 minutes 09 seconds West 536.05 feet; thence North 89 degrees 13 minutes 46 seconds West 768.17 feet along said North right of way line; thence North 85 degrees 25 minutes 57 seconds West 386.49 feet along said North right of way line; thence North 82 degrees 34 minutes 08 seconds West 448.42 feet along said North right of way line; thence North 85 degrees 52 minutes 47 seconds West 149.07 feet along said North right of way line; thence South 89 degrees 31 minutes 08 seconds West 87.96 feet along said North right of way line; thence North 01 degrees 00 minutes 26 seconds East 53.65 feet to an intermediate traverse line of Muskegon Lake; thence North 02 degrees 04 minutes 37 seconds East 809.35 feet along said traverse line; thence North 72 degrees 15 minutes 37 seconds East 315.95 feet along said traverse line; thence North 69 degrees 10 minutes 35 seconds East 559.46 feet along said traverse line; thence South 06 degrees 30 minutes 50 seconds East 477.00 feet along said traverse line; thence North 77 degrees 43 minutes 53 seconds East 242.00 feet along said traverse line; thence North 07 degrees 47 minutes 31 seconds West 513.00 feet along said traverse line; thence North 72 degrees 30 minutes 24 seconds East 571.33 feet along said traverse line; thence South 71 degrees 00 minutes 41 seconds East 343.90 feet along said traverse line; thence North 80 degrees 16 minutes 18 seconds East 1074.06 feet along said traverse line; thence South 01 degrees 03 minutes 48 seconds West 1302.28 feet; thence North 88 degrees 56 minutes 12 seconds West 94.91 feet; thence South 00 degrees 48 minutes 23 seconds West 310.18 feet; thence North 89 degrees 11 minutes 37 seconds West 488.51 feet along the aforesaid North right of way line to the Place of Beginning. All lands herein described extend to the waters edge of Muskegon Lake. Also subject to railroad right of way across subject property.

61-24-205-598-0001-00 (Parcels A, B and C)

Parcel D, Easement Parcel:

A non-exclusive easement to lay, construct, install, operate, inspect, maintain, repair, renew, change the size of, and remove a pipeline or lines or subsurface cables, wires, or conduits and all appurtenances thereto, for the transportation of liquids or gases or mixtures thereof and/or all waste and sewage or electrical, gas, or other transmissions of energy or other substances, as contained in the Easement Agreement recorded in Liber 1359, Page 909 over the following described land: That part of Lot 20 of Block 597 of the Revised Plat (1903) of the City of Muskegon as recorded in Liber 3 of Plats, Page 71, Muskegon County, Michigan, described as follows: A strip of land 20.00 feet in width lying 10.00 feet either side, measured at right angles, from the following described center line: Commencing at the Southwesterly corner of said Lot 20, thence North 1 degree 05 minutes 30 seconds West along the Westerly line of said Lot 31.00 feet, for point of beginning of said centerline, thence North 74 degrees 11 minutes East 609.90 feet to a point on the extended Easterly line of Lot 8 of said Block 597, thence North 67 degrees 33 minutes East 502.40 feet to a point on the Easterly line of said Lot 20 which is North 24 degrees 06 minutes 20 seconds West 41.00 feet from the Southeasterly corner of said Lot 20 for point of ending of said centerline.

Parcel E, Easement Parcel:

A non-exclusive easement for the purpose of maintaining and using a certain pipeline, as contained in the Easement that is referred to in the Memorandum of Easement, recorded in Liber 3563, Page 950, over the following described land: Part of Section 26 and 35, Town 10 North, Range 17 West, City of Muskegon, Muskegon County, Michigan, being Block 595 and part of Block 594 of the Revised Plat (1903) of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, described as follows: Commence at the North quarter corner of Section 36, Town 10 North, Range 17 West, City of Muskegon; thence South 89 degrees 39 minutes 00 seconds West along the North line of said Section 36, a distance of 2659.65 feet to the Northwest corner of said Section 36; thence South 52 degrees 09 minutes 40 seconds West (Deed recorded in Liber 51, Page 610, Muskegon County Records, recites South 52 degrees 11 minutes 00 seconds West) a distance of 788 feet to a point on the North right-of-way line of the Chesapeake and Ohio Railway Company (30 feet wide); thence North 26 degrees 43 minutes 00 seconds West along the line as described in said Liber 51, Page 610, a distance of 5.10 feet to the point of beginning, being 20.00

feet, at right angles to the centerline of said railroad; thence South 51 degrees 44 minutes 22 seconds West along said right-of-way line, a distance of 264.38 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right and said right-of-way line, an arc distance of 585.67 feet, said curve data being radius of 2795.00 feet, delta angle of 12 degrees 00 minutes 23 seconds, chord length of 584.63 feet, chord bearing of South 57 degrees 44 minutes 34 seconds West, chord definition to the West line of Block 595, City of Muskegon; thence North 00 degrees 30 minutes 50 seconds West by lot line agreement, as recorded in Liber 40, Page 430, Muskegon County Records, a distance of 98.19 feet; thence North 06 degrees 30 minutes 50 seconds West along said line, a distance of 966.90 feet; thence North 12 degrees 50 minutes 50 seconds West along said line, a distance of 249.94 feet to a point on the shore of Muskegon Lake; thence South 16 degrees 27 minutes 16 seconds East a distance of 204.68 feet along an intermediate traverse line on the shore of Muskegon Lake; thence continuing along said traverse line, South 42 degrees 59 minutes 01 second East, a distance of 111.66 feet; thence continuing along said traverse line, South 24 degrees 09 minutes 27 seconds East, a distance of 138.22 feet; thence continuing along said traverse line, South 13 degrees 37 minutes 34 seconds East, a distance of 226.09 feet; thence continuing along said traverse line, South 78 degrees 13 minutes 37 seconds East, a distance of 234.94 feet; thence continuing along said traverse line, North 64 degrees 46 minutes 34 seconds East, a distance of 282.51 feet to the lot line agreement, as recorded in Liber 51, Page 610, Muskegon County Records; thence South 26 degrees 43 minutes 00 seconds East along said line, a distance of 308.34 feet to the point of beginning.

Parcel 1:

Lots 1, 2, and the North 80 feet of Lots 3, 4, and 5, Block 1, LeBoeuf Avenue Subdivision to the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 6 of Plats, Page 27.

61-24-540-001-0001-00

Parcel 2:

Lots 1, 2, 3, 4, 5, 6, and 7, East 1/2 of Lot 8 and the North 10 feet of vacated alley, Block 664, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71.

61-24-205-664-0001-00

Parcel 3:

Lots 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block 664, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71 and the North 10 feet of vacated alley on the South.

61-24-205-664-0018-00 (Lots 18 and 19)

61-24-205-664-0020-00 (Lots 20 through 27)

Parcel 4:

Lots 1, 2, and 3, Block 677, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71.

61-24-205-677-0001-00

Parcel 5:

The North 132 feet of Lot 4, Block 677, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71.

61-24-205-677-0004-00

Parcel 6:

That part of Block 693, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Commence at a point 100 feet South of the South line of Lake Street (now Lake Shore Drive) and 135 feet West of the East line of said Block 693; thence West parallel with Lake Street 50 feet; thence North parallel with the East line of said Block 100 feet; thence East parallel with Lake Street 50 feet; thence South parallel with the East line of said Block 100 feet to the Point of Beginning. Also known as Lot 5 and the West 20 feet of Lot 4, of an unrecorded resubdivision of Block 693.

61-24-205-693-0001-14

Parcel 7:

Part of Block 693 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Commence on the South line of Lake Street 185 feet West of the East line of said Block 693; thence West along the South line of Lake Street 60 feet; thence South 100 feet; thence East 60 feet; thence North 100 feet to the place of beginning.

61-24-205-693-0001-13

Parcel 8:

That part of Block 693, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Commence at a point on the South line of Lake Street (now Lake Shore Drive) 285 feet West of the East line of said Block 693; thence West 60 feet; thence South 100 feet; thence East 60 feet; thence North 100 feet to the Point of Beginning. Also known as Lots 8 and 9, of an unrecorded resubdivision of Block 693.

61-24-205-693-0001-05

Parcel 9:

That part of Block 693, Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Commencing 100 feet South of the South line of Lake Street and 345 feet West of the East line of said Block, thence West parallel with Lake Street 30 feet; thence North parallel with East line of said Block a distance of 100 feet; thence East along the South line of Lake Street 30 feet; thence South parallel with the East line of said Block a distance of 100 feet to the point of beginning, and part of Block 693 of the Revised Plat (of 1903) of the City of Muskegon, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 71, described as follows: Beginning at a point 100 feet South of the South line of Lake Street and 375 feet West of the East line of said block and going West parallel with Lake Street 30 feet; thence North parallel with the East line of said Block a distance of 100 feet; thence East parallel with Lake Street 30 feet; thence South parallel with the East line of said Block a distance of 100 feet to the point of beginning.

Together with that part of vacated alley adjacent to the above described property. Said alley is described as: Part of a 14 foot unplatted alley in Block 693 of the Revised Plat of 1903 of the City of Muskegon located 100 feet South of and parallel to Lakeshore Drive, extending East 100 feet from the East line of Sherin Street.

61-24-205-693-0001-04

EXHIBIT G

TERMINATION OF EASEMENTS

THIS TERMINATION OF EASEMENTS is made this _____ day of _____, 2021, by and between MCC REALTY, LCC, a Michigan limited liability, whose address is 2801 Lakeshore Drive, Muskegon, Michigan 49441 (“MCC”) and CSX Transportation, Inc., a Virginia Corporation, whose address is 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202 (“CSX”).

Recitals

A. MCC owns certain real property located in the City of Muskegon, Muskegon County, Michigan, commonly known as 2850 Lakeshore Drive and legally described on **Exhibit A** attached hereto (the “MCC Property”).

B. The MCC Property is subject to the following easements relating to a railroad right of way over the MCC Property:

i. Instrument dated November 28, 1879, executed and delivered by Alexander Mason and John Moon to Muskegon Lake Railroad Company that was recorded at Liber 40, Page 145 Muskegon County Records on December 29, 1879.

ii. Instrument dated November 28, 1879, executed and delivered by Alexander Rodgers and Eliza Lemieux to Muskegon Lake Railroad Company that was recorded at Liber 40, Page 147, Muskegon County Records on December 29, 1879.

iii. Instrument dated November 29, 1879, executed and delivered by Alexander Rodgers and Eliza Lemieux to Muskegon Lake Railroad Company that was recorded at Liber 40, Page 149, Muskegon County Records on December 29, 1879.

iv. Instrument dated September 2, 1899, executed and delivered by Eugene Maurer and Margarita Maurer, his wife, to Chicago and West Michigan Railway Company that was recorded at Liber 104, Page 143, Muskegon County Records on April 19, 1900.

v. Instrument dated September 32, 1899, executed and delivered by Chase Hackley Piano Co to Chicago and West Michigan Railway Company that was recorded at Liber 104, Page 145, Muskegon County Records on April 19, 1900.

vi. Instrument dated December 16, 1879, executed and delivered by Elisha Eldred to Chicago and West Michigan Railroad Company that was recorded at Liber 421, Page 306, Muskegon County Records on August 13, 1941.

C. CSX is the successor to each of the railroads referenced above and is the holder of each of the easement interests referenced above ("the RR ROW").

D. MCC and CSX desire to terminate the RR ROW.

Agreement

1. Termination of Easement. MCC and CSX hereby confirm termination of the Easement and that the RR ROW shall have no further force or effect. The MCC Property is hereby released from the RR ROW.

2. Quit Claim Deed. In order to fully confirm termination of the Easement and termination of all of CSX's interest in the RR ROW, CSX has executed and delivered to MCC a quit claim deed in the form of **Exhibit B** attached hereto that will be recorded together with this Termination of Easements.

3. Entire Agreement. This Agreement sets forth the parties' entire agreement and understanding relating to its subject matter and merges and supersedes all prior agreements writings, commitments, discussions and understandings between them.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorized representatives.

MCC REALTY, LLC

By: _____
 Name: _____
 Its: _____

Acknowledged before me in Muskegon County, Michigan, on the _____ day of _____, 2021, by _____, as _____, on behalf of MCC Realty, LLC.

_____, Notary Public
_____, County, MI
Acting in _____ County, MI
My commission expires: _____

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Its: _____

Acknowledged before me in Dural County, Florida, on the _____ day of _____, 2021, by _____, as _____, on behalf of CSX Transportation, Inc.

[SEAL]

_____, Notary Public
_____, County, FL
Acting in _____ County, FL
My commission expires: _____

Drafted by and after recording return to:
J. Scott Timmer
Gielow Groom Terpstra & McEvoy
281 Seminole Road – 2nd Floor
Norton Shores, MI 49444

EXHIBIT ALEGAL DESCRIPTION

Land situated in the City of Muskegon, Muskegon County, Michigan:

All that portion of the Westerly 260 feet of Block 604 and all that portion of Block 605 lying Easterly of a line extended North from the most Northeasterly point of Block 698 and all lying between the Northerly line of Lakeshore Drive and the waters of Muskegon Lake, with full riparian rights; all in the Revised Plat (of 1903) of the City of Muskegon, according to the plat thereof, as recorded in Liber 3 of Plats, Page 71.

Except: The West 200.00 feet of that part of Block 605 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, lying East on a line drawn North and South from the Easterly corner of Block 698 of said Revised Plat, and North of Lake Shore Drive.

Except: That part of Block 604 of the Revised Plat (of 1903) of the City of Muskegon, described as follows: Commencing at the Southwest corner of said Block 604; thence South 85 degrees 38 minutes 00 seconds East along the South line of said Block 92.00 feet for Point of Beginning; thence continue South 85 degrees 38 minutes 00 seconds East along said South line 168.00 feet; thence North 0 degrees 43 minutes 00 seconds East 13.00 feet; thence South 89 degrees 55 minutes 45 seconds West 167.68 feet to the Point of Beginning.

Except: That part of Block 604 of the Revised Plat (of 1903) of the City of Muskegon, described as follows: Commencing at the Southwest corner of said Block 604; thence South 85 degrees 38 minutes 00 seconds East along the South line of said Block, 260.00 feet for Point of Beginning; thence continue South 85 degrees 38 minutes 00 seconds East along said South line 688.00 feet; thence North 82 degrees 51 minutes 00 seconds West 452.66 feet; thence North 86 degrees 09 minutes 30 seconds West 149.00 feet; thence South 89 degrees 24 minutes 00 seconds West 88.00 feet; thence South 0 degrees 43 minutes 00 seconds West 13.00 feet to the Point of Beginning.

61-24-205-605-0001-03

EXHIBIT B
QUIT CLAIM DEED

CSX Transportation, Inc., a Virginia Corporation, whose address is 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202, in consideration of the sum of Ten Dollars (\$10.00), the receipt and adequacy of which are hereby acknowledged, quit claims to **MCC Realty, LLC**, a Michigan limited liability company, whose address is 2801 Lakeshore Drive, Muskegon, Michigan 49441 the following described premises situated in the City of Muskegon, County of Muskegon, State of Michigan and legally described as:

SEE EXHIBIT A ATTACHED HERETO

This deed is exempt from county and state real estate transfer tax pursuant to MCL 207.505(a); and MCL 207.526(a), respectively.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors or other associated conditions may be used and are protected by the Michigan Right To Farm Act.

CSX Transportation, Inc.

Dated this _____ day of _____, 2021.

By: _____

Its _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of CSX Transportation, Inc. for and on behalf of said corporation.

[SEAL]

Notary Public, _____ County, FL
Acting in _____ County, FL
My commission expires: _____

Drafted by & when recorded return to:
J. Scott Timmer
GIELOW GROOM TERPSTRA & MCEVOY
281 Seminole – 2nd Floor
Norton Shores, MI 49444

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Muskegon, Muskegon County, Michigan:

All that portion of the Westerly 260 feet of Block 604 and all that portion of Block 605 lying Easterly of a line extended North from the most Northeasterly point of Block 698 and all lying between the Northerly line of Lakeshore Drive and the waters of Muskegon Lake, with full riparian rights; all in the Revised Plat (of 1903) of the City of Muskegon, according to the plat thereof, as recorded in Liber 3 of Plats, Page 71.

Except: The West 200.00 feet of that part of Block 605 of the Revised Plat (of 1903) of the City of Muskegon, Muskegon County, Michigan, lying East on a line drawn North and South from the Easterly corner of Block 698 of said Revised Plat, and North of Lake Shore Drive.

Except: That part of Block 604 of the Revised Plat (of 1903) of the City of Muskegon, described as follows: Commencing at the Southwest corner of said Block 604; thence South 85 degrees 38 minutes 00 seconds East along the South line of said Block 92.00 feet for Point of Beginning; thence continue South 85 degrees 38 minutes 00 seconds East along said South line 168.00 feet; thence North 0 degrees 43 minutes 00 seconds East 13.00 feet; thence South 89 degrees 55 minutes 45 seconds West 167.68 feet to the Point of Beginning.

Except: That part of Block 604 of the Revised Plat (of 1903) of the City of Muskegon, described as follows: Commencing at the Southwest corner of said Block 604; thence South 85 degrees 38 minutes 00 seconds East along the South line of said Block, 260.00 feet for Point of Beginning; thence continue South 85 degrees 38 minutes 00 seconds East along said South line 688.00 feet; thence North 82 degrees 51 minutes 00 seconds West 452.66 feet; thence North 86 degrees 09 minutes 30 seconds West 149.00 feet; thence South 89 degrees 24 minutes 00 seconds West 88.00 feet; thence South 0 degrees 43 minutes 00 seconds West 13.00 feet to the Point of Beginning.

61-24-205-605-0001-03

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12-14-2021	Title: Social District 2022 fee
Submitted By: Dave Alexander	Department: Economic Development
Brief Summary: The City Commission is asked to consider the 2022 fee for Muskegon Downtown Social District stickers.	
Detailed Summary: The city charges for social district stickers placed on establishments' branded cups that allow patrons to take and consume alcoholic drinks in the Social District Common Area. The first year the city charged two fees, one for regular days and a higher fee for special events. The average cost of fees were 60 cents with 62 percent of the stickers sold at the special event price. With consensus support of the establishments, staff recommends a single 75-cent sticker fee for the entire year. This same fee would be charged Lakeside Social District establishments. The downtown fee is estimated to raise \$92,250 with the 25 percent increase needed to help cover city costs of producing special events in the downtown social district and startup costs in Lakeside. All sticker revenues will cover direct social district costs or indirect city special event costs.	
Amount Requested: None	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve a 75-cent city social district sticker fee for the 2022 calendar year.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12-14-2021	Title: Infill Housing Project Brownfield Plan Public Hearing (3 rd Amendment)
Submitted By: Pete Wills	Department: Economic Development

Brief Summary: To hold a public hearing and approve the attached resolution which seeks to adopt an amendment to the City's Brownfield Plan (Infill Housing Project, 3rd Amendment). On November 30th, the BRA approved the Plan Amendment and further recommends that the Muskegon City Commission approve the Plan Amendment.

Detailed Summary: City staff has prepared a brownfield plan to include an additional 386 parcels beyond the 119 parcels previously adopted in the 2nd Amendment. This brings the total to 505 Eligible Properties for this project and the lots are scattered throughout the city. The City Commission approved the Plan's 1st Amendment on 7/28/20 and 2nd Amendment on 12/8/20. This Amendment seeks to modify the plan by adding in all of the government-owned, vacant residential properties in the city.

The redevelopment of 505 total parcels include some lots that will be split, creating up to 633 new homes. The plan incorporates three types of redevelopment projects; infill housing on vacant City lots, the rehab of existing homes (11 detached houses), and two separate mixed-use developments (former Catholic Charities parcels and 880 First St, LLC projects).

The 3rd Amendment also includes the following updates:

- Developer's Reimbursement Costs: Infill Housing - \$13,557,000; Mixed-use projects - \$1,000,000; Total reimbursement costs - \$14,557,000
- Estimated Total Capital Investment: Infill Housing - \$127,000,000; Home rehab - \$500,000; Mixed Use developments: \$26,000,000; Total Estimated Capital Investment - \$153,500,000
- The Plan anticipates eligible activities, paid through future capture of tax increments, to include \$11,780,000 for cost of sale/seller concessions; \$2,000,000 for demolition and potential costs of abatement; \$777,000 to construct public infrastructure at the former farmers market; \$20,000 for brownfield plan preparation and development; a 15% plan contingency fee of \$2,603,100; and which reflects total eligible activities to be paid under this plan at \$19,957,100. The eligible activities will also be reimbursed with interest at 5%.
- The Authority intends to enter into Development & Reimbursement Agreements with future property owners/developers of properties included in the Plan to reimburse them for costs of eligible activities.
- The duration of this Plan does not exceed 30 years and complete recapture of eligible costs through tax increment revenue are expected to occur within this period. The duration of the tax capture began in 2020 and does not "reset" with the adoption of this 3rd Amendment.
- The plan contemplates continued five-year capture of tax increments for a local Brownfield Revolving Loan Fund if there is time left in the 30-year plan after eligible costs are covered.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To close the public hearing and approve the resolution of the Brownfield Plan Amendment for the City's Infill Housing Project (3 rd Amendment).	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

City of Muskegon Infill Housing Project, 3rd Amendment

City of Muskegon

County of Muskegon, Michigan

2021-December 14th

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 14th day of December, 2021 at 5:30 p.m., prevailing Eastern Time.

PRESENT:

ABSENT:

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

WHEREAS, in accordance with the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), the City of Muskegon Brownfield Redevelopment Authority (the "Authority") has prepared and approved a Brownfield Plan Amendment to include the Infill Housing Project (3rd Amendment) in the Plan; and

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

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

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

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on December 14, 2021.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. That the Brownfield Plan constitutes a public purpose under Act 381.

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

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

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Stephen J Gawron, Mayor

Ann Marie Meisch, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on December 14, 2021 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Marie Meisch, City Clerk

**CITY OF MUSKEGON
BROWNFIELD REDEVELOPMENT
AUTHORITY**

BROWNFIELD PLAN AMENDMENT

INFILL HOUSING PROJECT (3rd Amendment)

November 30, 2021

**Prepared for The City of Muskegon Brownfield
Redevelopment Authority**

Prepared by City of Muskegon Staff

PROJECT NAME

Infill Housing Project

DEVELOPER

City of Muskegon, a qualified unit of local government, as defined by Public Act 381 of 1996, as amended

ELIGIBLE PROPERTY LOCATION

There are 505 Eligible Properties for this project and the lots are scattered throughout the city. Please refer to the "Eligible Property Information Chart" and the "Eligible Property Map (Attachment A)" on the following pages.

TYPE OF ELIGIBLE PROPERTY

Blighted

SUBJECT PROJECT DESCRIPTION

The project will focus on the redevelopment of 505 parcels that are scattered throughout the city. Some of these lots will be split, creating even more parcels. The plan incorporates three types of redevelopment projects; infill housing on vacant City lots, the rehab of existing homes (11 detached houses), and two separate mixed-use developments (former Catholic charity parcels and 880 First St, LLC projects).

The residential infill units will consist mostly of detached houses, with some rowhouses, duplexes and small multiplexes mixed in as the market dictates. The infill housing project includes the redevelopment of the former Farmers Market (infrastructure costs) and the demolition of the former Froebel School (demo and abatement costs) in order to redevelop the property with a variety residential units.

ELIGIBLE ACTIVITIES

Cost of Sale, Demo & Abatement, Public Infrastructure, Preparation of Brownfield Plan

DEVELOPER'S REIMBURSABLE COSTS

Infill Housing - \$13,557,000

Mixed-use projects - \$1,000,000

Total reimbursable costs - \$14,557,000

MAXIMUM DURATION OF CAPTURE

30 years

ESTIMATED TOTAL CAPITAL INVESTMENT

Infill Housing - \$127,000,000

Home Rehab - \$500,000

Mixed Use developments - \$26,000,000

Total Estimated Capital Investment - \$153,500,000

INITIAL TAXABLE VALUE

\$0 (City & County Owned)

1. Introduction

The City of Muskegon, Michigan (the “City”), established the Muskegon Brownfield Redevelopment Authority (the “Authority”) on July 4, 1997, pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain “Brownfield” properties within the City. Inclusion of the subject properties within this Plan will facilitate the development of infill housing at eligible properties. By facilitating redevelopment of underutilized properties, the Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to be a living document, which can be amended as necessary to achieve the purposes of Act 381. It is specifically anticipated that properties will be continually added to the Plan as new projects are identified. The Plan contains general provisions applicable to the Plan, as well as property-specific information for each project. The applicable Sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains the information required by Section 13(1) of Act 381, as amended. Additional information is available from the Muskegon City Manager or the Planning Director.

The Infill Housing Project was originally added to this Plan on April 14, 2019. It was amended for the first time on July 28, 2020. It was amended a second time on December 8, 2020. This amendment seeks to modify the plan by adding in all of the government-owned, vacant residential properties throughout the city.

2. General Provisions

A. Costs of the Brownfield Plan (Section 13(1)(a))

Any site-specific costs of implementing this Plan are described in the site-specific section of the Plan. Site-specific sources of funding may include tax increment financing revenue generated from new development on eligible brownfield properties, state and federal grant or loan funds, and/or private parties. Where private parties finance the costs of eligible activities under the Plan, tax increment revenues may be used to reimburse the private parties. The initial costs related to preparation of the Brownfield Plan were funded by the City’s general fund. Subsequent amendments to the Plan may be funded by the person requesting inclusion of a project in the Plan, and if eligible, may be reimbursed through tax increment financing.

The Authority intends to pay for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority with fees charged to applicants to be included in the Plan, and any eligible tax increment revenues collected pursuant to the Plan, in accordance with the provisions of Act 381, including, but not limited to:

- i) the cost of financial tracking and auditing the funds of the Authority,
- ii) costs for amending and/or updating this Plan, and

- iii) costs for Plan implementation

Tax increment revenues that may be generated and captured by this Plan are identified in the site-specific sections of this Plan.

B. Method for Financing Costs of Plan (Section 13(1)(d) and (e))

The City or Brownfield Authority may incur some debt on a site-specific basis. Please refer to the site-specific section of this Plan for details on any debt to be incurred by the City or Authority. When a property proposed for inclusion in the Plan is in an area where tax increment financing is a viable option, the Authority intends to enter into Development Agreements with the property owners/developers of properties included in the Plan to reimburse them for the costs of eligible activities undertaken pursuant to this Plan. Financing arrangements will be specified in a Development and Reimbursement Agreement, and also identified in the Site Specific section of the Plan.

C. Duration of the Brownfield Plan (Section 13(1)(f))

The duration of this Plan is not to exceed 30 years. It is the goal of the city to build as many homes as possible over that time frame, however, it is unlikely that all 505 parcels will be developed. Since the “cost of sale” will vary for each home, as will construction costs, it is impossible to know exactly how long it will take to completely recapture eligible costs through tax increment revenues, although it is anticipated that it will be well within the 30 year time frame. In addition, once all activity costs are reimbursed, funds may be captured for the local site remediation revolving fund, if available. The duration of capture for the Project already began in 2020 and will continue until such time that all the eligible activities undertaken in this Plan are reimbursed, but in no event will the Plan exceed the maximum duration provided for in (MCLA 125.2663(1)(22)). The total costs of eligible activities include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of eligible activities, the cost of principal and interest otherwise incurred to pay for eligible activities, the reasonable costs of a work plan or remedial action plan and the costs of preparation of Brownfield Plans and amendments.

D. Displacement/Relocation of Individuals on Eligible Properties (Section 13(1)(i),(j)(k)(l))

Eligible properties identified in this Plan will not require the displacement/relocation of existing residences, therefore the provisions of *Section 13(1)(i-l)* are not applicable at this time.

E. Local Site Remediation Revolving Fund (Section 8; Section 13(1)(m))

Whenever this Plan includes a property for which taxes will be captured through the tax increment financing authority provided by Act 381, it is the Authority's intent to establish and fund a Local Site Remediation Revolving Fund ("Fund"). The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in Section 13(5) of Act 381. Section 13(5) authorizes the capture of tax increment revenue from an eligible property for up to 5 years after the time that capture is required for the purposes of paying the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment

revenues for 5 years after eligible activities are funded from those properties identified for tax capture in the Plan, provided that the time frame allowed by Act 381 for tax capture is sufficient to accommodate capture to capitalize a Fund. The amount of school operating taxes captured for the Revolving Fund will be limited to the amount of school operating taxes captured for eligible environmental response activities under this Plan. It may also include funds appropriated or otherwise made available from public or private sources.

The Revolving Fund may be used to reimburse the Authority, the City, and private parties for the costs of eligible activities at eligible properties and other costs as permitted by Act 381. It may also be used for eligible activities on an eligible property for which there is no ability to capture tax increment revenues. The establishment of this Revolving Fund will provide additional flexibility to the Authority in facilitating redevelopment of brownfield properties by providing another source of financing for necessary eligible activities.

3. Site Specific Provisions

A. Eligibility and Project Description (Sec. 13(1)(h))

The eligible properties included in the Infill Housing Project compromise approximately 175 acres of vacant land spread across 505 parcels in Muskegon, Michigan (See Attachment A). Some of these lots will be split, which will result in additional parcels.

Project Breakdown:

Parcels = 505

New homes = 633

Rehabbed homes = 11

“Cost of sale” concessions = \$11,780,000

Public Infrastructure = \$777,000

Demo & abatement = \$2,000,000

Reimbursable Costs of Construction (before 15% contingency) = \$14,557,000

The chart below depicts a listing of eligible properties and the basis for their eligibility. The original parcels from the first and second amendment to the plan are highlighted in gray. New parcels added to this amendment are not highlighted.

Parcel No.	Address	Area Acreage	Basis of Brownfield Eligibility	Investment Cost	Reimbursable Cost
24-205-378-0006-00	1248 5th St	0.10	Cost of Sale	\$200,000	\$20,000
24-405-003-0007-00	740 Leonard Ave	0.37	Cost of Sale	\$400,000	\$40,000
24-405-003-0008-00	754 Leonard Ave	0.37	Cost of Sale	\$600,000	\$60,000
24-205-014-0020-00	558 Jackson Ave	0.61	Cost of Sale	\$400,000	\$40,000
24-205-015-0006-10	608 Jackson Ave	0.24	Cost of Sale	\$200,000	\$20,000
24-205-019-0002-00	677 Jackson Ave	0.24	Cost of Sale	\$200,000	\$20,000
24-205-020-0001-00	621 Jackson Ave	0.34	Cost of Sale	\$200,000	\$20,000

24-205-021-0001-00	601 Jackson Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-022-0001-00	579 Jackson Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-022-0002-00	553 Jackson Ave	0.55	Cost of Sale	\$600,000	\$60,000
24-205-022-0003-20	530 Herrick St	0.41	Cost of Sale	\$600,000	\$60,000
24-205-023-0008-00	527 Herrick St	1.41	Cost of Sale	\$1,800,000	\$180,000
24-205-024-0001-00	417 Jackson Ave	7.20	Demo & Abatement + Cost of Sale	\$9,200,000	\$2,000,000
24-205-068-0010-00	438 E Isabella Ave	0.21	Blight Elimination	\$200,000	\$0
24-205-076-0009-00	580 Catherine Ave	0.20	Cost of Sale	\$50,000	\$20,000
24-205-078-0003-00	441 E Isabella Ave	0.20	Blight Elimination	\$200,000	\$0
24-205-078-0004-00	435 E Isabella Ave	0.20	Cost of Sale	\$50,000	\$20,000
24-205-081-0001-10	591 Catherine Ave	0.11	Blight Elimination	\$200,000	\$0
24-205-092-0001-00	589 Mclaughlin Ave	0.18	Blight Elimination	\$200,000	\$0
24-205-092-0004-00	559 Mclaughlin Ave	0.19	Blight Elimination	\$200,000	\$0
24-205-167-0001-00	650 Yuba St	1.61	Blight Elimination	\$1,600,000 (homes)	\$155,400 (Public)
24-205-182-0001-00	225 Eastern Ave	1.59	Blight Elimination	\$1,600,000 (homes)	\$155,400 (Public)
24-205-183-0001-00	731 Yuba St	2.71	Blight Elimination	\$1,600,000 (homes)	\$155,400 (Public)
24-205-191-0001-00	185 E Muskegon Ave	0.29	Blight Elimination	\$200,000	\$0
24-205-191-0009-00	209 E Walton Ave	0.49	Blight Elimination	\$200,000	\$0
24-205-192-0001-00	205 E Muskegon Ave	2.55	Blight Elimination	\$1,600,000 (homes)	\$155,400 (Public)
24-205-193-0004-00	287 E Muskegon Ave	1.48	Blight Elimination	\$1,600,000 (homes)	\$155,400 (Public)
24-205-232-0007-00	1047 Ambrosia St	0.57	Cost of Sale	\$1,400,000	\$140,000
24-205-236-0008-00	1075 Ambrosia St	0.35	Cost of Sale	\$1,200,000	\$120,000
24-205-245-0002-00	1192 Pine St	0.10	Cost of Sale	\$50,000	\$20,000
24-205-245-0002-10	1194 Pine St	0.09	Cost of Sale	\$50,000	\$20,000
24-205-250-0008-00	1155 Ambrosia St	0.61	Cost of Sale	\$1,200,000	\$120,000
24-205-254-0001-00	1338 Arthur St	0.13	Cost of Sale	\$200,000	\$20,000
24-205-261-0008-00	1205 Ambrosia St	0.41	Cost of Sale	\$1,200,000	\$120,000
24-205-266-0001-00	1386 Ransom St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-281-0002-10	1530 Hoyt St	0.10	Cost of Sale	\$200,000	\$20,000
24-205-310-0016-00	216 W Clay Ave	0.38	Blight Elimination	\$5,000,000	\$0
24-205-336-0008-00	382 W Muskegon Ave	0.24	Cost of Sale	\$200,000	\$20,000
24-205-340-0001-00	619 W Webster Ave	0.08	Cost of Sale	\$2,000,000	\$200,000
24-205-345-0001-00	579 W Muskegon Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-345-0002-10	583 W Muskegon Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-345-0006-00	617 W Muskegon Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-347-0004-00	487 W Muskegon Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-350-0001-00	301 W Muskegon Ave	0.21	Cost of Sale	\$800,000	\$200,000
24-205-310-0012-00	880 1st St	0.43	Cost of Sale	\$12,000,000	\$500,000
24-205-350-0009-00	1095 3rd St	0.95	Cost of Sale	\$3,000,000	\$300,000
24-205-352-0004-10	1078 2nd St	0.10	Blight Elimination	\$50,000	\$0

24-205-352-0008-00	180 Houston Ave	0.00	Cost of Sale	\$200,000	\$20,000
24-205-364-0008-10	1141 Jefferson St	0.10	Cost of Sale	\$200,000	\$20,000
24-205-367-0008-00	1188 4th St	0.21	Blight Elimination	\$50,000	\$0
24-601-000-0001-00	250 Monroe Ave	0.02	Cost of Sale	\$200,000	\$20,000
24-601-000-0006-00	240 Monroe Ave	0.02	Cost of Sale	\$200,000	\$20,000
24-205-369-0004-00	395 Houston Ave	0.21	Cost of Sale	\$400,000	\$40,000
24-205-369-0006-30	1262 6th St	0.07	Cost of Sale	\$200,000	\$20,000
24-205-371-0004-10	507 Houston Ave	0.10	Blight Elimination	\$200,000	\$0
24-205-374-0007-00	462 Washington Ave	0.08	Blight Elimination	\$200,000	\$0
24-205-375-0003-20	1392 Park St	0.10	Cost of Sale	\$200,000	\$20,000
24-205-375-0005-00	1387 7th St	0.24	Cost of Sale	\$400,000	\$40,000
24-205-375-0009-10	408 Washington Ave	0.16	Cost of Sale	\$200,000	\$20,000
24-205-375-0010-00	420 Washington Ave	0.09	Cost of Sale	\$400,000	\$40,000
24-205-376-0007-00	1360 7th St	0.09	Cost of Sale	\$200,000	\$20,000
24-205-376-0007-20	388 Merrill Ave	0.20	Cost of Sale	\$400,000	\$40,000
24-205-377-0001-00	1245 5th St	0.12	Cost of Sale	\$200,000	\$20,000
24-205-377-0011-00	1261 5th St	0.10	Cost of Sale	\$200,000	\$20,000
24-205-378-0006-10	1256 5th St	0.10	Cost of Sale	\$200,000	\$20,000
24-601-000-0008-00	239 Monroe Ave	0.02	Cost of Sale	\$200,000	\$20,000
24-601-000-0010-00	235 Monroe Ave	0.02	Cost of Sale	\$200,000	\$20,000
24-205-384-0007-20	1259 Sanford St	0.09	Cost of Sale	\$200,000	\$20,000
24-205-386-0012-00	219 Merrill Ave	0.12	Cost of Sale	\$200,000	\$20,000
24-205-387-0005-00	271 Merrill Ave	0.19	Cost of Sale	\$400,000	\$40,000
24-205-387-0007-00	248 Mason Ave	0.14	Cost of Sale	\$50,000	\$20,000
24-205-388-0006-20	1342 6th St	0.09	Cost of Sale	\$200,000	\$20,000
24-205-388-0007-00	1352 6th St	0.09	Cost of Sale	\$400,000	\$40,000
24-205-388-0008-00	292 Mason Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-389-0008-00	352 Mason Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-389-0009-00	346 Mason Ave	0.09	Cost of Sale	\$400,000	\$40,000
24-205-389-0012-00	1349 6th St	0.20	Cost of Sale	\$200,000	\$40,000
24-205-390-0011-20	288 Washington Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-391-0003-00	275 Mason Ave	0.18	Cost of Sale	\$400,000	\$40,000
24-205-391-0011-00	242 Strong Ave	0.08	Cost of Sale	\$200,000	\$20,000
24-205-394-0001-00	1280 Sanford St	0.15	Cost of Sale	\$200,000	\$20,000
24-205-401-0001-10	1370 Sanford St	0.08	Blight Elimination	\$200,000	\$0
24-205-405-0013-00	1464 6th St	0.17	Cost of Sale	\$200,000	\$20,000
24-205-405-0014-00	1458 6th St	0.16	Cost of Sale	\$200,000	\$20,000
24-205-405-0019-00	237 Washington Ave	0.17	Blight Elimination	\$200,000	\$0
24-205-406-0007-00	329 Washington Ave	0.19	Blight Elimination	\$200,000	\$0
24-205-406-0018-00	314 W Grand Ave	0.17	Blight Elimination	\$200,000	\$0
24-205-407-0004-00	1456 Park St	0.18	Blight Elimination	\$200,000	\$0

24-205-407-0011-10	1457 7th St	0.12	Cost of Sale	\$50,000	\$20,000
24-205-408-0002-00	459 Washington Ave	0.46	Cost of Sale	\$600,000	\$60,000
24-205-408-0007-00	1468 8th St	0.19	Blight Elimination	\$400,000	\$0
24-205-418-0003-00	1514 Park St	0.19	Blight Elimination	\$200,000	\$0
24-205-419-0001-00	355 W Grand Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-419-0001-20	337 W Grand Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-419-0007-00	1542 7th St	0.08	Blight Elimination	\$200,000	\$0
24-205-419-0013-00	1535 6th St	0.16	Cost of Sale	\$200,000	\$20,000
24-205-419-0019-00	305 W Grand Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-205-420-0012-20	254 W Southern Ave	0.07	Cost of Sale	\$50,000	\$20,000
24-205-425-0007-00	1605 Sanford St	0.15	Cost of Sale	\$400,000	\$40,000
24-205-428-0007-00	340 W Forest Ave	0.15	Cost of Sale	\$200,000	\$20,000
24-205-430-0004-00	487 W Southern Ave	0.26	Cost of Sale	\$400,000	\$40,000
24-205-439-0006-10	408 W Dale Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-439-0007-00	1670 Park St	0.09	Cost of Sale	\$200,000	\$20,000
24-205-440-0004-00	1660 7th St	0.31	Cost of Sale	\$400,000	\$40,000
24-205-441-0003-00	1639 5th St	0.17	Cost of Sale	\$200,000	\$20,000
24-205-441-0007-00	204 W Dale Ave	0.08	Blight Elimination	\$200,000	\$0
24-205-449-0001-00	1686 7th St	0.31	Cost of Sale	\$400,000	\$40,000
24-205-449-0009-00	324 W Larch Ave	0.14	Cost of Sale	\$200,000	\$20,000
24-205-449-0010-00	318 W Larch Ave	0.27	Cost of Sale	\$400,000	\$40,000
24-205-463-0003-00	1772 5th St	0.23	Cost of Sale	\$200,000	\$20,000
24-205-463-0004-00	1782 5th St	0.31	Cost of Sale	\$400,000	\$40,000
24-205-484-0004-00	1067 W Grand Ave	0.20	Blight Elimination	\$50,000	\$0
24-234-000-0004-00	208 W Clay Ave	0.22	Blight Elimination	\$5,000,000	\$0
24-405-003-0001-00	704 Leonard Ave	0.38	Cost of Sale	\$400,000	\$40,000
24-405-003-0011-00	766 Leonard Ave	0.38	Cost of Sale	\$600,000	\$60,000
24-745-000-0033-00	1227 Fleming Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-205-406-0009-00	0 7TH ST	0.10	Cost of Sale	\$200,000	\$20,000
24-205-066-0011-00	0 CHESTNUT ST	0.09	Cost of Sale	\$200,000	\$20,000
24-232-004-0010-00	0 Jefferson St	0.14	Cost of Sale	\$200,000	\$20,000
24-205-391-0006-20	0 MASON AVE	0.06	Cost of Sale	\$200,000	\$20,000
24-205-248-0002-00	0 Sophia St	0.12	Cost of Sale	\$200,000	\$20,000
24-205-493-0009-00	0 Southern Ave	0.35	Cost of Sale	\$200,000	\$20,000
24-612-000-0519-00	1003 Ducey Ave	0.22	Cost of Sale	\$200,000	\$20,000
24-612-000-0553-00	1007 Albert Ave	0.31	Cost of Sale	\$200,000	\$20,000
24-190-001-0020-00	1032 Evanston Ave	0.03	Cost of Sale	\$200,000	\$20,000
24-205-173-0001-00	105 E Western Ave	0.23	Cost of Sale	\$200,000	\$20,000
24-480-002-0018-00	1056 WINDSOR AVE	0.12	Cost of Sale	\$200,000	\$20,000
24-205-069-0006-00	1060 Williams St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-248-0002-20	1061 Wood St	0.13	Cost of Sale	\$200,000	\$20,000

24-612-000-0531-00	1065 James Ave	0.30	Cost of Sale	\$200,000	\$20,000
24-190-001-0001-00	1070 Evanston Ave	0.38	Cost of Sale	\$200,000	\$20,000
24-205-357-0001-10	1075 SANFORD ST	0.10	Cost of Sale	\$200,000	\$20,000
24-205-247-0009-00	1077 Sophia St	0.30	Cost of Sale	\$200,000	\$20,000
24-612-000-0492-00	1085 Marquette Ave	0.25	Cost of Sale	\$200,000	\$20,000
24-215-012-0030-00	1085 E Holbrook Ave	0.15	Cost of Sale	\$200,000	\$20,000
24-205-248-0003-00	1088 Sophia St	0.30	Cost of Sale	\$200,000	\$20,000
24-205-472-0013-00	1100 Washington Ave	0.26	Cost of Sale	\$200,000	\$20,000
24-205-078-0006-00	1114 WOOD ST	0.10	Cost of Sale	\$200,000	\$20,000
24-205-077-0001-00	1115 CHESTNUT ST	0.13	Cost of Sale	\$200,000	\$20,000
24-205-077-0002-00	1123 CHESTNUT ST	0.13	Cost of Sale	\$200,000	\$20,000
24-205-076-0001-10	1125 MAPLE ST	0.09	Cost of Sale	\$200,000	\$20,000
24-205-074-0006-10	1126 KENNETH ST	0.10	Cost of Sale	\$200,000	\$20,000
24-205-249-0002-00	1160 Ambrosia St	0.30	Cost of Sale	\$200,000	\$20,000
24-205-080-0006-00	1162 Williams St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-382-0001-00	1163 Sanford St	0.10	Cost of Sale	\$200,000	\$20,000
24-613-000-0768-00	1172 Marquette Ave	0.32	Cost of Sale	\$200,000	\$20,000
24-613-000-0755-00	1175 Morgan Ave	0.61	Cost of Sale	\$200,000	\$20,000
24-205-082-0007-00	1186 Maple St	0.22	Cost of Sale	\$200,000	\$20,000
24-613-000-0780-00	1200 Adams Ave	0.37	Cost of Sale	\$200,000	\$20,000
24-205-384-0011-00	1221 SANFORD ST	0.10	Cost of Sale	\$200,000	\$20,000
24-613-000-0781-00	1224 Adams Ave	0.39	Cost of Sale	\$200,000	\$20,000
24-613-000-0789-00	1227 ADAMS AVE	0.15	Cost of Sale	\$200,000	\$20,000
24-205-252-0010-10	1227 Pine St	0.15	Cost of Sale	\$200,000	\$20,000
24-205-745-0002-00	1230 Channel Dr	0.26	Cost of Sale	\$200,000	\$20,000
24-611-000-0484-00	1243 Marquette Ave	0.34	Cost of Sale	\$200,000	\$20,000
24-205-320-0001-00	1249 9th St	0.98	Cost of Sale	\$200,000	\$20,000
24-611-000-0250-00	1258 Wesley Ave	0.24	Cost of Sale	\$200,000	\$20,000
24-205-260-0001-30	1270 Pine St	0.09	Cost of Sale	\$200,000	\$20,000
24-205-252-0003-00	1278 Terrace St	0.27	Cost of Sale	\$200,000	\$20,000
24-745-000-0016-00	1282 FLEMING AVE	0.11	Cost of Sale	\$200,000	\$20,000
24-611-000-0371-00	1284 James Ave	0.24	Cost of Sale	\$200,000	\$20,000
24-771-000-0030-00	1294 Williams St	0.32	Cost of Sale	\$200,000	\$20,000
24-205-582-0001-00	1296 Lakeshore Dr	0.92	Cost of Sale	\$200,000	\$20,000
24-205-216-0017-00	130 E APPLE AVE	0.22	Cost of Sale	\$200,000	\$20,000
24-205-376-0001-10	1303 6TH ST	0.07	Cost of Sale	\$200,000	\$20,000
24-611-000-0415-00	1315 Ducey Ave	0.15	Cost of Sale	\$200,000	\$20,000
24-205-264-0002-00	1318 Pine St	0.16	Cost of Sale	\$200,000	\$20,000
24-205-269-0002-00	1320 Spring St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-264-0003-00	1324 PINE ST	0.10	Cost of Sale	\$200,000	\$20,000
24-205-258-0010-00	1325 Terrace St	0.10	Cost of Sale	\$200,000	\$20,000

24-611-000-0234-00	1325 Wesley Ave	0.16	Cost of Sale	\$200,000	\$20,000
24-205-340-0006-20	1326 9th St	0.10	Cost of Sale	\$200,000	\$20,000
24-611-000-0376-00	1328 James Ave	0.25	Cost of Sale	\$200,000	\$20,000
24-205-264-0004-00	1334 Pine St	0.26	Cost of Sale	\$200,000	\$20,000
24-611-000-0413-00	1341 Ducey Ave	0.30	Cost of Sale	\$200,000	\$20,000
24-205-749-0001-00	1351 Bluff St	0.81	Cost of Sale	\$200,000	\$20,000
24-613-000-0844-00	1355 Adams Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-267-0010-00	1355 Pine St	0.19	Cost of Sale	\$200,000	\$20,000
24-611-000-0472-00	1357 Marquette Ave	0.25	Cost of Sale	\$200,000	\$20,000
24-613-000-0876-00	1364 Morgan Ave	0.25	Cost of Sale	\$200,000	\$20,000
24-205-376-0007-15	1366 7th St	0.07	Cost of Sale	\$200,000	\$20,000
24-613-000-0839-00	1366 Leonard Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-267-0008-00	1373 Pine St	0.21	Cost of Sale	\$200,000	\$20,000
24-611-000-0352-00	1375 James Ave	0.40	Cost of Sale	\$200,000	\$20,000
24-205-342-0009-00	1390 Henry St	0.29	Cost of Sale	\$200,000	\$20,000
24-205-375-0010-10	1402 Park St	0.09	Cost of Sale	\$200,000	\$20,000
24-205-273-0004-00	1408 Leahy St	0.12	Cost of Sale	\$200,000	\$20,000
24-611-000-0408-00	1419 Ducey Ave	0.26	Cost of Sale	\$200,000	\$20,000
24-611-000-0444-00	1428 Ducey Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-273-0016-00	1431 Hoyt St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-274-0006-00	1440 Jiroch St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-273-0015-00	1441 Hoyt St	0.18	Cost of Sale	\$200,000	\$20,000
24-205-274-0014-00	1451 Leahy St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-272-0017-00	1459 TERRACE ST	0.18	Cost of Sale	\$200,000	\$20,000
24-205-408-0013-00	1461 Park St	0.05	Cost of Sale	\$200,000	\$20,000
24-205-406-0014-00	1480 7th St	0.06	Cost of Sale	\$200,000	\$20,000
24-205-272-0011-10	1490 HOYT ST	0.09	Cost of Sale	\$200,000	\$20,000
24-205-585-0001-00	1490 Lakeshore Dr	33.40	Cost of Sale	\$200,000	\$20,000
24-205-280-0012-00	1499 Hoyt St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-279-0003-00	1518 Jiroch St	0.36	Cost of Sale	\$200,000	\$20,000
24-205-281-0002-00	1524 HOYT ST	0.10	Cost of Sale	\$200,000	\$20,000
24-205-280-0009-00	1527 Hoyt St	0.16	Cost of Sale	\$200,000	\$20,000
24-205-526-0012-00	1535 Lakeshore Dr	0.17	Cost of Sale	\$200,000	\$20,000
24-611-000-0453-00	1536 Ducey Ave	0.28	Cost of Sale	\$200,000	\$20,000
24-611-000-0397-00	1539 Ducey Ave	0.23	Cost of Sale	\$200,000	\$20,000
24-613-000-0893-00	1542 Adams Ave	0.15	Cost of Sale	\$200,000	\$20,000
24-611-000-0214-00	1554 Marcoux Ave	0.18	Cost of Sale	\$200,000	\$20,000
24-611-000-0335-00	1556 Albert Ave	0.22	Cost of Sale	\$200,000	\$20,000
24-611-000-0275-00	1561 Albert Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-675-003-0023-00	159 E Laketon Ave	0.15	Cost of Sale	\$200,000	\$20,000
24-185-100-0001-00	1608 ELWOOD ST	0.11	Cost of Sale	\$200,000	\$20,000

24-205-295-0001-00	1608 Smith St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-292-0025-10	1647 Terrace St	0.16	Cost of Sale	\$200,000	\$20,000
24-185-101-0011-00	1657 Elwood St	0.11	Cost of Sale	\$200,000	\$20,000
24-205-292-0023-10	1679 Terrace St	0.15	Cost of Sale	\$200,000	\$20,000
24-205-609-0001-00	1682 Lakeshore Dr	0.77	Cost of Sale	\$200,000	\$20,000
24-128-400-0019-10	1690 Creston St	1.66	Cost of Sale	\$200,000	\$20,000
24-205-297-0024-00	1691 SMITH ST	0.14	Cost of Sale	\$200,000	\$20,000
24-205-292-0009-10	1692 Hoyt St	0.09	Cost of Sale	\$200,000	\$20,000
24-205-297-0005-00	1694 PINE ST	0.13	Cost of Sale	\$200,000	\$20,000
24-205-206-0003-00	171 E WALTON AVE	0.20	Cost of Sale	\$200,000	\$20,000
24-185-111-0007-00	1710 Superior St	0.11	Cost of Sale	\$200,000	\$20,000
24-205-296-0017-00	1725 WOOD ST	0.11	Cost of Sale	\$200,000	\$20,000
24-205-298-0012-00	1728 Terrace St	0.29	Cost of Sale	\$200,000	\$20,000
24-205-611-0021-40	1737 Lakeshore Dr	0.28	Cost of Sale	\$200,000	\$20,000
24-185-119-0011-00	1769 Mcilwraith St	0.11	Cost of Sale	\$200,000	\$20,000
24-185-115-0010-00	1773 SUPERIOR ST	0.12	Cost of Sale	\$200,000	\$20,000
24-205-307-0007-00	1778 PINE ST	0.13	Cost of Sale	\$200,000	\$20,000
24-205-307-0010-00	1783 Smith St	0.14	Cost of Sale	\$200,000	\$20,000
24-210-000-9991-00	1820 Crozier Ave	1.78	Cost of Sale	\$200,000	\$20,000
24-880-000-0004-00	1826 RAY ST	0.11	Cost of Sale	\$200,000	\$20,000
24-675-004-0020-00	1838 Jiroch St	0.14	Cost of Sale	\$200,000	\$20,000
24-232-012-0008-00	1856 Commerce St	0.14	Cost of Sale	\$200,000	\$20,000
24-205-206-0011-00	186 Myrtle Ave	0.46	Cost of Sale	\$200,000	\$20,000
24-215-002-0021-00	1867 AUSTIN ST	0.23	Cost of Sale	\$200,000	\$20,000
24-675-003-0009-00	1867 Hoyt St	0.14	Cost of Sale	\$200,000	\$20,000
24-890-000-0020-00	1874 MANZ ST	0.12	Cost of Sale	\$200,000	\$20,000
24-255-009-0001-00	1908 Superior St	0.11	Cost of Sale	\$200,000	\$20,000
24-215-012-0002-00	1916 Huizenga St	0.12	Cost of Sale	\$200,000	\$20,000
24-255-006-0026-00	1919 ELWOOD ST	0.13	Cost of Sale	\$200,000	\$20,000
24-215-007-0002-00	1920 S Getty St	0.63	Cost of Sale	\$200,000	\$20,000
24-675-024-0021-00	1930 CLINTON ST	0.14	Cost of Sale	\$200,000	\$20,000
24-215-011-0026-00	1931 Huizenga St	0.47	Cost of Sale	\$200,000	\$20,000
24-796-002-0019-00	1932 REYNOLDS ST	0.09	Cost of Sale	\$200,000	\$20,000
24-675-025-0004-00	1933 LEAHY ST	0.13	Cost of Sale	\$200,000	\$20,000
24-215-013-0004-00	1936 Brunswick St	0.13	Cost of Sale	\$200,000	\$20,000
24-255-010-0025-00	1947 S Getty St	0.34	Cost of Sale	\$200,000	\$20,000
24-215-012-0022-00	1957 Brunswick St	0.25	Cost of Sale	\$200,000	\$20,000
24-215-013-0007-00	1962 Brunswick St	0.25	Cost of Sale	\$200,000	\$20,000
24-796-003-0009-00	1967 REYNOLDS ST	0.14	Cost of Sale	\$200,000	\$20,000
24-796-003-0014-00	1968 HOYT ST	0.14	Cost of Sale	\$200,000	\$20,000
24-290-001-0003-00	1968 PARK ST	0.30	Cost of Sale	\$200,000	\$20,000

24-763-001-0019-00	1968 Smith St	0.20	Cost of Sale	\$200,000	\$20,000
24-290-001-0005-00	1974 Park St	0.17	Cost of Sale	\$200,000	\$20,000
24-255-007-0013-00	1984 Elwood St	0.24	Cost of Sale	\$200,000	\$20,000
24-215-013-0013-00	1992 Brunswick St	0.13	Cost of Sale	\$200,000	\$20,000
24-215-008-0015-00	1994 Continental St	0.12	Cost of Sale	\$200,000	\$20,000
24-232-004-0009-00	1995 Sanford St	0.14	Cost of Sale	\$200,000	\$20,000
24-205-622-0004-00	2035 BOURDON ST	0.18	Cost of Sale	\$200,000	\$20,000
24-665-000-0485-00	2043 Dowd St	0.14	Cost of Sale	\$200,000	\$20,000
24-205-647-0010-00	2048 Crozier Ave	0.01	Cost of Sale	\$200,000	\$20,000
24-205-209-0007-00	205 Amity Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-665-000-0486-00	2051 Dowd St	0.14	Cost of Sale	\$200,000	\$20,000
24-205-266-0005-00	206 Irwin Ave	0.23	Cost of Sale	\$200,000	\$20,000
24-665-000-0487-00	2065 Dowd St	0.14	Cost of Sale	\$200,000	\$20,000
24-205-200-0005-00	207 E Walton Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-665-000-0488-00	2075 Dowd St	0.14	Cost of Sale	\$200,000	\$20,000
24-205-628-0009-00	2105 Torrent St	0.12	Cost of Sale	\$200,000	\$20,000
24-860-000-0117-00	2127 Austin St	0.12	Cost of Sale	\$200,000	\$20,000
24-205-209-0005-00	213 Amity Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-205-0004-00	213 Myrtle Ave	0.14	Cost of Sale	\$200,000	\$20,000
24-205-351-9991-00	215 W Muskegon Ave	0.06	Cost of Sale	\$200,000	\$20,000
24-860-000-0052-00	2155 Continental St	0.16	Cost of Sale	\$200,000	\$20,000
24-205-129-0001-00	216 Yuba St	0.30	Cost of Sale	\$200,000	\$20,000
24-205-129-0012-00	223 Erickson St	0.22	Cost of Sale	\$200,000	\$20,000
24-860-000-0159-00	2247 Valley St	0.15	Cost of Sale	\$200,000	\$20,000
24-665-000-0442-00	2250 Dowd St	0.23	Cost of Sale	\$200,000	\$20,000
24-205-666-0006-00	2259 Meurer Ct	0.59	Cost of Sale	\$200,000	\$20,000
24-860-000-0145-00	2262 Austin St	0.15	Cost of Sale	\$200,000	\$20,000
24-133-400-0008-03	2301 S Harvey St	0.15	Cost of Sale	\$200,000	\$20,000
24-205-667-0006-00	2309 Meurer Ct	0.59	Cost of Sale	\$200,000	\$20,000
24-665-000-0413-00	2347 HUDSON ST	0.12	Cost of Sale	\$200,000	\$20,000
24-665-000-0424-00	2358 Dowd St	0.45	Cost of Sale	\$200,000	\$20,000
24-665-000-0417-00	2369 Hudson St	0.10	Cost of Sale	\$200,000	\$20,000
24-205-236-0012-00	247 Delaware Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-129-0003-00	252 Yuba St	0.30	Cost of Sale	\$200,000	\$20,000
24-613-000-0681-00	254 Meeking St	0.15	Cost of Sale	\$200,000	\$20,000
24-205-260-0016-00	269 Catherine Ave	0.28	Cost of Sale	\$200,000	\$20,000
24-613-000-0683-00	270 Meeking St	0.60	Cost of Sale	\$200,000	\$20,000
24-205-210-0009-00	280 Allen Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-199-0003-00	283 E Walton Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-199-0008-00	286 Myrtle Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-264-0012-00	291 McLaughlin Ave	0.18	Cost of Sale	\$200,000	\$20,000

24-205-210-0010-00	298 Allen Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-264-0011-00	301 Mclaughlin Ave	0.25	Cost of Sale	\$200,000	\$20,000
24-205-201-0009-00	302 Orchard Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-204-0013-00	304 Amity Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-260-0007-00	304 Mclaughlin Ave	0.15	Cost of Sale	\$200,000	\$20,000
24-205-210-0003-00	305 Amity Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-210-0011-00	306 Allen Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-204-0013-20	306 AMITY AVE	0.03	Cost of Sale	\$200,000	\$20,000
24-205-264-0010-00	307 Mclaughlin Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-193-0001-00	307 E Muskegon Ave	0.64	Cost of Sale	\$200,000	\$20,000
24-205-141-0009-00	312 Jackson Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-201-0001-00	313 Myrtle Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-205-204-0001-00	313 Orchard Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-283-0009-00	316 E Forest Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-554-0001-20	32 W Western Ave	0.51	Cost of Sale	\$200,000	\$20,000
24-205-389-0012-10	320 Mason Ave	0.13	Cost of Sale	\$200,000	\$20,000
24-205-008-0008-10	320 Wood St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-702-0012-08	3201 Millard Ave	0.29	Cost of Sale	\$200,000	\$20,000
24-205-194-0006-00	324 E Walton Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-205-247-0012-00	325 IONA AVE	0.09	Cost of Sale	\$200,000	\$20,000
24-205-149-0001-00	325 Jackson Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-194-0001-00	325 E Muskegon Ave	0.72	Cost of Sale	\$200,000	\$20,000
24-205-283-0009-10	326 E Forest Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-250-0005-10	328 Catherine Ave	0.08	Cost of Sale	\$200,000	\$20,000
24-205-297-0013-10	328 E Larch Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-613-000-0690-00	329 Leonard Ave	0.49	Cost of Sale	\$200,000	\$20,000
24-205-194-0007-00	332 E Walton Ave	0.16	Cost of Sale	\$200,000	\$20,000
24-205-250-0006-00	334 Catherine Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-264-0007-00	336 Catawba Ave	0.07	Cost of Sale	\$200,000	\$20,000
24-205-247-0011-10	337 Iona Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-290-007-0014-00	345 Shelby St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-419-0001-10	345 W Grand Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-205-008-0010-00	346 Wood St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-194-0009-00	346 E Walton Ave	0.58	Cost of Sale	\$200,000	\$20,000
24-205-563-0010-00	350 Shoreline Dr	4.94	Cost of Sale	\$200,000	\$20,000
24-205-742-0001-50	3510 Channel Dr	1.50	Cost of Sale	\$200,000	\$20,000
24-205-263-0012-10	355 Mclaughlin Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-249-0012-10	357 E ISABELLA AVE	0.10	Cost of Sale	\$200,000	\$20,000
24-205-186-0024-00	36 E Muskegon Ave	0.12	Cost of Sale	\$200,000	\$20,000
24-205-263-0011-00	363 Mclaughlin Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-613-000-0717-00	366 Bennett St	0.25	Cost of Sale	\$200,000	\$20,000

24-763-001-0026-10	367 E HOLBROOK AVE	0.11	Cost of Sale	\$200,000	\$20,000
24-205-249-0010-00	369 E ISABELLA AVE	0.09	Cost of Sale	\$200,000	\$20,000
24-205-211-0010-00	370 Allen Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-249-0004-00	370 Catherine Ave	0.12	Cost of Sale	\$200,000	\$20,000
24-205-269-0001-10	373 Catawba Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-203-0009-30	373 Orchard Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-249-0004-10	376 Catherine Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-205-249-0005-00	384 Catherine Ave	0.22	Cost of Sale	\$200,000	\$20,000
24-205-296-0015-00	384 E Larch Ave	0.16	Cost of Sale	\$200,000	\$20,000
24-205-139-0002-00	388 Jackson Ave	0.36	Cost of Sale	\$200,000	\$20,000
24-205-249-0006-00	390 CATHERINE AVE	0.23	Cost of Sale	\$200,000	\$20,000
24-205-140-0001-00	396 Erickson St	0.21	Cost of Sale	\$200,000	\$20,000
24-205-140-0015-00	397 Marquette Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-407-0007-10	404 W Grand Ave	0.05	Cost of Sale	\$200,000	\$20,000
24-205-146-0003-00	411 Seaway Dr	0.05	Cost of Sale	\$200,000	\$20,000
24-205-094-0005-00	415 Mclaughlin Ave	0.42	Cost of Sale	\$200,000	\$20,000
24-205-044-0008-00	420 Oak Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-140-0014-00	425 Octavius St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-015-0005-10	430 LANGLEY ST	0.09	Cost of Sale	\$200,000	\$20,000
24-205-146-0008-00	431 Seaway Dr	0.05	Cost of Sale	\$200,000	\$20,000
24-205-370-0007-00	432 Monroe Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-612-000-0600-00	434 Abbey St	0.37	Cost of Sale	\$200,000	\$20,000
24-205-094-0003-00	435 Mclaughlin Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-376-0006-00	435 Monroe Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-013-0005-00	436 Charles St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-007-0006-00	438 Adams Ave	0.34	Cost of Sale	\$200,000	\$20,000
24-205-012-0001-00	445 Marquette Ave	0.99	Cost of Sale	\$200,000	\$20,000
24-205-045-0005-00	447 Oak Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-007-0005-00	448 Adams Ave	0.37	Cost of Sale	\$200,000	\$20,000
24-205-068-0011-00	448 E ISABELLA AVE	0.11	Cost of Sale	\$200,000	\$20,000
24-205-094-0002-00	449 Mclaughlin Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-045-0017-00	450 Orchard Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-148-0011-00	451 Erickson St	0.15	Cost of Sale	\$200,000	\$20,000
24-205-044-0012-00	452 Oak Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-007-0004-00	456 Adams Ave	0.35	Cost of Sale	\$200,000	\$20,000
24-205-079-0001-00	457 Catherine Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-044-0001-10	461 White Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-043-0012-00	462 White Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-205-149-0002-10	466 Erickson St	0.10	Cost of Sale	\$200,000	\$20,000
24-205-156-0003-00	468 Ottawa St	0.07	Cost of Sale	\$200,000	\$20,000
24-205-093-0006-00	477 MCLAUGHLIN AVE	0.19	Cost of Sale	\$200,000	\$20,000

24-205-066-0006-00	477 E Apple Ave	0.13	Cost of Sale	\$200,000	\$20,000
24-205-041-0008-10	480 Oak Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-205-149-0004-00	486 Erickson St	0.09	Cost of Sale	\$200,000	\$20,000
24-205-077-0009-00	488 Catherine Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-205-093-0005-00	489 MCLAUGHLIN AVE	0.19	Cost of Sale	\$200,000	\$20,000
24-205-066-0008-00	492 Ada Ave	0.19	Cost of Sale	\$200,000	\$20,000
24-205-042-0007-10	492 White Ave	0.22	Cost of Sale	\$200,000	\$20,000
24-205-347-0004-10	493 W Muskegon Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-430-0005-00	495 W Southern Ave	0.12	Cost of Sale	\$200,000	\$20,000
24-205-069-0004-00	499 ADA AVE	0.19	Cost of Sale	\$200,000	\$20,000
24-205-054-0004-00	499 Amity Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-066-0004-00	501 E APPLE AVE	0.21	Cost of Sale	\$200,000	\$20,000
24-205-077-0010-00	502 Catherine Ave	0.16	Cost of Sale	\$200,000	\$20,000
24-612-000-0620-00	502 Mary St	0.36	Cost of Sale	\$200,000	\$20,000
24-205-041-0010-00	502 Oak Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-069-0009-00	502 E Isabella Ave	0.29	Cost of Sale	\$200,000	\$20,000
24-205-022-0011-00	505 Alva St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-009-0009-00	509 Adams Ave	0.23	Cost of Sale	\$200,000	\$20,000
24-205-020-0003-00	509 McLaren St	0.46	Cost of Sale	\$200,000	\$20,000
24-205-149-0008-00	509 Octavius St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-066-0010-00	510 ADA AVE	0.20	Cost of Sale	\$200,000	\$20,000
24-205-080-0010-00	510 McLaughlin Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-069-0010-00	510 E Isabella Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-057-0011-00	512 E Apple Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-205-041-0011-00	514 OAK AVE	0.20	Cost of Sale	\$200,000	\$20,000
24-205-041-0012-00	518 Oak Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-205-159-0001-00	522 Ottawa St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-155-0010-00	523 Yuba St	0.22	Cost of Sale	\$200,000	\$20,000
24-205-041-0013-00	528 Oak Ave	0.24	Cost of Sale	\$200,000	\$20,000
24-205-042-0001-00	530 White Ave	2.15	Cost of Sale	\$200,000	\$20,000
24-205-009-0012-00	532 Leonard Ave	0.27	Cost of Sale	\$200,000	\$20,000
24-205-155-0009-00	535 Yuba St	0.17	Cost of Sale	\$200,000	\$20,000
24-205-048-0001-10	539 Oak Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-155-0007-00	540 Yuba St	0.05	Cost of Sale	\$200,000	\$20,000
24-612-000-0645-00	556 S Getty St	0.19	Cost of Sale	\$200,000	\$20,000
24-612-000-0639-00	561 Mary St	0.19	Cost of Sale	\$200,000	\$20,000
24-205-102-0016-00	576 E Dale Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-275-0009-00	58 E Grand Ave	0.13	Cost of Sale	\$200,000	\$20,000
24-205-049-0016-30	586 ORCHARD AVE	0.15	Cost of Sale	\$200,000	\$20,000
24-205-049-0016-40	594 Orchard Ave	0.15	Cost of Sale	\$200,000	\$20,000
24-205-049-0011-10	595 Oak Ave	0.18	Cost of Sale	\$200,000	\$20,000

24-205-160-0009-00	599 Yuba St	0.31	Cost of Sale	\$200,000	\$20,000
24-205-064-0008-00	612 ADA AVE	0.14	Cost of Sale	\$200,000	\$20,000
24-205-075-0005-00	613 E ISABELLA AVE	0.19	Cost of Sale	\$200,000	\$20,000
24-767-000-0005-00	615 Mulder St	0.11	Cost of Sale	\$200,000	\$20,000
24-205-040-0001-00	616 Oak Ave	4.15	Cost of Sale	\$200,000	\$20,000
24-205-049-0007-00	617 Oak Ave	0.22	Cost of Sale	\$200,000	\$20,000
24-205-052-0003-00	619 Amity Ave	0.45	Cost of Sale	\$200,000	\$20,000
24-205-345-0006-10	621 W Muskegon Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-344-0001-00	625 W Muskegon Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-205-340-0001-20	625 W Webster Ave	0.06	Cost of Sale	\$200,000	\$20,000
24-590-001-0016-00	628 Mulder St	0.30	Cost of Sale	\$200,000	\$20,000
24-205-340-0002-00	631 W Webster Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-049-0005-00	635 Oak Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-205-340-0002-10	637 W Webster Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-040-0004-20	638 Oak Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-767-000-0011-00	641 Glen Ct	0.13	Cost of Sale	\$200,000	\$20,000
24-205-082-0012-00	642 McLaughlin Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-767-000-0001-00	643 Mulder St	0.11	Cost of Sale	\$200,000	\$20,000
24-205-340-0003-00	643 W Webster Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-064-0012-00	644 Ada Ave	0.28	Cost of Sale	\$200,000	\$20,000
24-205-033-0001-20	645 Wesley Ave	5.56	Cost of Sale	\$200,000	\$20,000
24-205-340-0003-10	649 W Webster Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-168-0014-00	653 Yuba St	0.72	Cost of Sale	\$200,000	\$20,000
24-205-015-0011-00	655 MARQUETTE AVE	0.13	Cost of Sale	\$200,000	\$20,000
24-205-034-0001-00	655 MULDER ST	0.16	Cost of Sale	\$200,000	\$20,000
24-205-064-0001-00	655 E Apple Ave	0.16	Cost of Sale	\$200,000	\$20,000
24-205-340-0003-20	655 W Webster Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-340-0004-00	661 W Webster Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-015-0011-10	663 Marquette Ave	0.12	Cost of Sale	\$200,000	\$20,000
24-205-340-0004-10	667 W Webster Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-205-340-0005-00	673 W Webster Ave	0.09	Cost of Sale	\$200,000	\$20,000
24-590-002-0001-00	675 S Getty St	0.32	Cost of Sale	\$200,000	\$20,000
24-205-340-0005-10	679 W Webster Ave	0.06	Cost of Sale	\$200,000	\$20,000
24-205-414-0012-00	682 W Southern Ave	0.18	Cost of Sale	\$200,000	\$20,000
24-205-016-0001-00	685 Marquette Ave	0.14	Cost of Sale	\$200,000	\$20,000
24-205-340-0006-00	685 W Webster Ave	0.06	Cost of Sale	\$200,000	\$20,000
24-205-411-0004-00	687 Washington Ave	0.25	Cost of Sale	\$200,000	\$20,000
24-205-414-0004-00	689 W Grand Ave	0.38	Cost of Sale	\$200,000	\$20,000
24-205-340-0006-10	691 W Webster Ave	0.08	Cost of Sale	\$200,000	\$20,000
24-205-411-0013-00	692 W Grand Ave	0.26	Cost of Sale	\$200,000	\$20,000
24-205-558-0001-40	710 Shoreline Dr	1.35	Cost of Sale	\$200,000	\$20,000

24-205-043-0006-00	712 Wood St	0.10	Cost of Sale	\$200,000	\$20,000
24-405-003-0002-00	716 Leonard Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-405-003-0004-00	720 Leonard Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-205-037-0001-01	723 Sumner Ave	0.29	Cost of Sale	\$200,000	\$20,000
24-590-001-0011-00	725 Wesley Ave	0.23	Cost of Sale	\$200,000	\$20,000
24-405-003-0005-00	730 Leonard Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-590-001-0021-00	730 MARCOUX AVE	0.11	Cost of Sale	\$200,000	\$20,000
24-590-002-0010-00	733 MARCOUX AVE	0.27	Cost of Sale	\$200,000	\$20,000
24-205-039-0006-50	741 S GETTY ST	0.78	Cost of Sale	\$200,000	\$20,000
24-205-073-0008-00	748 CATHERINE AVE	0.20	Cost of Sale	\$200,000	\$20,000
24-405-003-0007-00	750 Leonard Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-405-003-0010-00	760 Leonard Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-205-413-0014-00	766 W Southern Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-040-0011-20	768 Scott St	0.15	Cost of Sale	\$200,000	\$20,000
24-205-001-0003-96	770 Access Hwy	0.50	Cost of Sale	\$200,000	\$20,000
24-205-089-0026-00	776 Catawba Ave	0.14	Cost of Sale	\$200,000	\$20,000
24-205-434-0001-00	791 W Southern Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-045-0009-00	802 Wood St	0.37	Cost of Sale	\$200,000	\$20,000
24-442-000-0016-00	810 GRACE AVE	0.22	Cost of Sale	\$200,000	\$20,000
24-205-045-0011-00	818 Wood St	0.31	Cost of Sale	\$200,000	\$20,000
24-205-201-0012-00	821 Emerald St	0.08	Cost of Sale	\$200,000	\$20,000
24-205-048-0007-00	822 Williams St	0.22	Cost of Sale	\$200,000	\$20,000
24-205-191-0006-00	824 Cedar St	0.44	Cost of Sale	\$200,000	\$20,000
24-205-487-0012-00	828 W SOUTHERN AVE	0.23	Cost of Sale	\$200,000	\$20,000
24-595-000-0044-00	839 Turner Ave	0.11	Cost of Sale	\$200,000	\$20,000
24-612-000-0631-00	845 Ducey Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-665-000-0108-00	846 Wilson Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-205-203-0005-00	856 Emerald St	0.15	Cost of Sale	\$200,000	\$20,000
24-612-000-0626-10	861 Marquette Ave	0.33	Cost of Sale	\$200,000	\$20,000
24-595-000-0040-00	861 Turner Ave	0.10	Cost of Sale	\$200,000	\$20,000
24-121-300-0066-00	873 STEVENS ST	0.13	Cost of Sale	\$200,000	\$20,000
24-205-049-0019-70	874 Scott St	0.15	Cost of Sale	\$200,000	\$20,000
24-250-000-0153-00	876 E Isabella Ave	0.13	Cost of Sale	\$200,000	\$20,000
24-121-300-0116-00	877 Amity Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-047-0015-00	881 Scott St	0.16	Cost of Sale	\$200,000	\$20,000
24-121-300-0049-00	892 Orchard Ave	0.20	Cost of Sale	\$200,000	\$20,000
24-205-478-0014-00	900 W GRAND AVE	0.18	Cost of Sale	\$200,000	\$20,000
24-205-189-0011-00	902 Pine St	0.38	Cost of Sale	\$200,000	\$20,000
24-121-300-0062-00	907 Orchard Ave	0.17	Cost of Sale	\$200,000	\$20,000
24-205-478-0004-00	909 Washington Ave	0.21	Cost of Sale	\$200,000	\$20,000
24-250-000-0157-00	912 E ISABELLA AVE	0.25	Cost of Sale	\$200,000	\$20,000

24-665-000-0269-00	912 W HACKLEY AVE	0.20	Cost of Sale	\$200,000	\$20,000
24-205-053-0004-10	914 SCOTT ST	0.10	Cost of Sale	\$200,000	\$20,000
24-205-054-0014-00	919 Scott St	0.20	Cost of Sale	\$200,000	\$20,000
24-205-210-0001-00	923 Emerald St	0.10	Cost of Sale	\$200,000	\$20,000
24-170-000-0012-00	929 E FOREST AVE	0.14	Cost of Sale	\$200,000	\$20,000
24-202-000-0018-00	942 AURORA AVE	0.14	Cost of Sale	\$200,000	\$20,000
24-612-000-0575-00	982 Ducey Ave	0.36	Cost of Sale	\$200,000	\$20,000
TOTALS		174.71		\$153,500,000.00	\$14,557,000.00
505 Total Properties					

Eligible Activities, Financing, Cost of Plan (Sec. 13(1) (a) (b) (c) (d) (g))

Eligible activities include cost of sale, demo & abatement, public infrastructure and brownfield plan preparation and development (see chart below).

Eligible Activities Chart

Eligible Activity	Cost
Cost of Sale	\$14,557,000
Demo & Abatement	\$2,000,000
Public Infrastructure	\$777,000
Brownfield Plan Preparation and Development	\$20,000
Sub-total	\$17,354,000
Contingency (15%)	\$2,603,100
Total Eligible Activities to be paid under this Plan	\$19,957,100

The eligible activities described above will occur on the Property and are further described as follows:

1. **Cost of Sale:** If the sale of a home results in a loss to the developer, the difference between the cost of construction and the sale price is considered the cost of sale or a seller concession. Some of these concessions could come from title work, acquisition costs and selling costs. For this Plan, it is anticipated that each home may result in the loss of \$20,000 per unit.
2. **Demo & Abatement:** The cost to demolish the property and return it to a developable state, which may include lead and asbestos abatement.
3. **Public Infrastructure:** The cost to construct public infrastructure like alleys and water/sewer lines.

4. Brownfield Plan Preparation and Development: Costs incurred to prepare and develop this brownfield plan, as required per Act 381 of 1996, as amended.

It is intended that the above eligible activities will be reimbursed with interest at 5%.

Effective Date if Inclusion in the Brownfield Plan

The amended Infill Housing Project was added to this Plan on _____, 2021 and will be amended accordingly upon adoption of this Plan Amendment.

**City of Muskegon
Brownfield Redevelopment Authority
County of Muskegon, State of Michigan**

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

City of Muskegon Infill Housing Project

Minutes of a regular meeting of the Board of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, held on the 30th day of November 2021, at 12:00 p.m., prevailing Eastern Time.

PRESENT: Members - M. Bottomley, B. Hastings, J. Riegler, M. Kleaveland, J. Moore, H. Systema, F. Peterson, S. Black, and D. Kalisz.

ABSENT: Members – M. Johnson Sr., J. Wallace Jr., and D. Pollock.

The following preamble and resolution were offered by Member J. Riegler and supported by Member B. Hastings:

WHEREAS, a Brownfield Plan has been adopted pursuant to Act 381, Public Acts of Michigan, 1996, as amended ("Act 381"), a copy of which is on file with the Secretary of the City of Muskegon Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommends the Amendment to add eligible properties within the City of Muskegon Infill Housing Project for approval to the City of Muskegon, County of Muskegon, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Brownfield Plan. The Board hereby adopts and approves the Brownfield Plan Amendment for the City of Muskegon Infill Housing Project (3rd Amendment), and recommends the approval of the Brownfield Plan Amendments by the Muskegon City Commission.
2. Public Hearing. The Board hereby requests city personnel to provide a notice of

Public Hearing on the proposed Brownfield Plan Amendments, and further requests that such hearing notice be provided to all taxing jurisdictions. Notice of the time and place of the hearing shall be given pursuant to Act 267, Public Acts of Michigan, 1976, as amended ("Open Meetings Act").

3. Deliver Resolution and Brownfield Plan to City. The Chair of the Authority is directed to deliver a certified copy of this resolution and the Brownfield Plan Amendments to the City Clerk.

4. Disclaimer. By adoption of this resolution and approval of the Brownfield Plan Amendments, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and Brownfield Plan Amendments.

5. Work Plan Transmittal. The Chair of the Authority shall be authorized to transmit to the Michigan Strategic Fund, the Michigan Economic Development Corporation and/or the Michigan Department of Environmental Quality, on behalf of the Authority, a final Act 381 Work Plan that has been reviewed and approved by the Authority.

6. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.



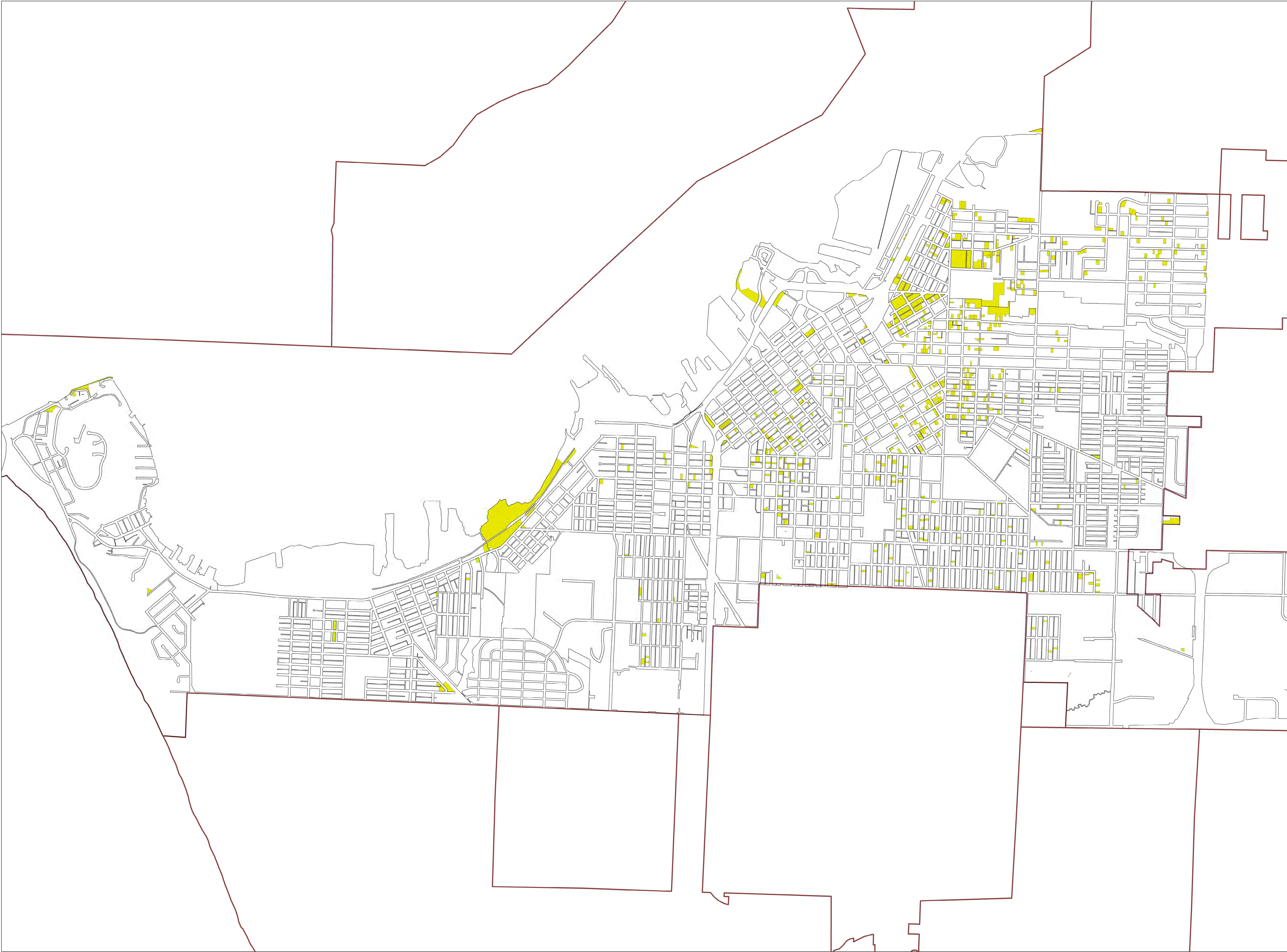
Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board

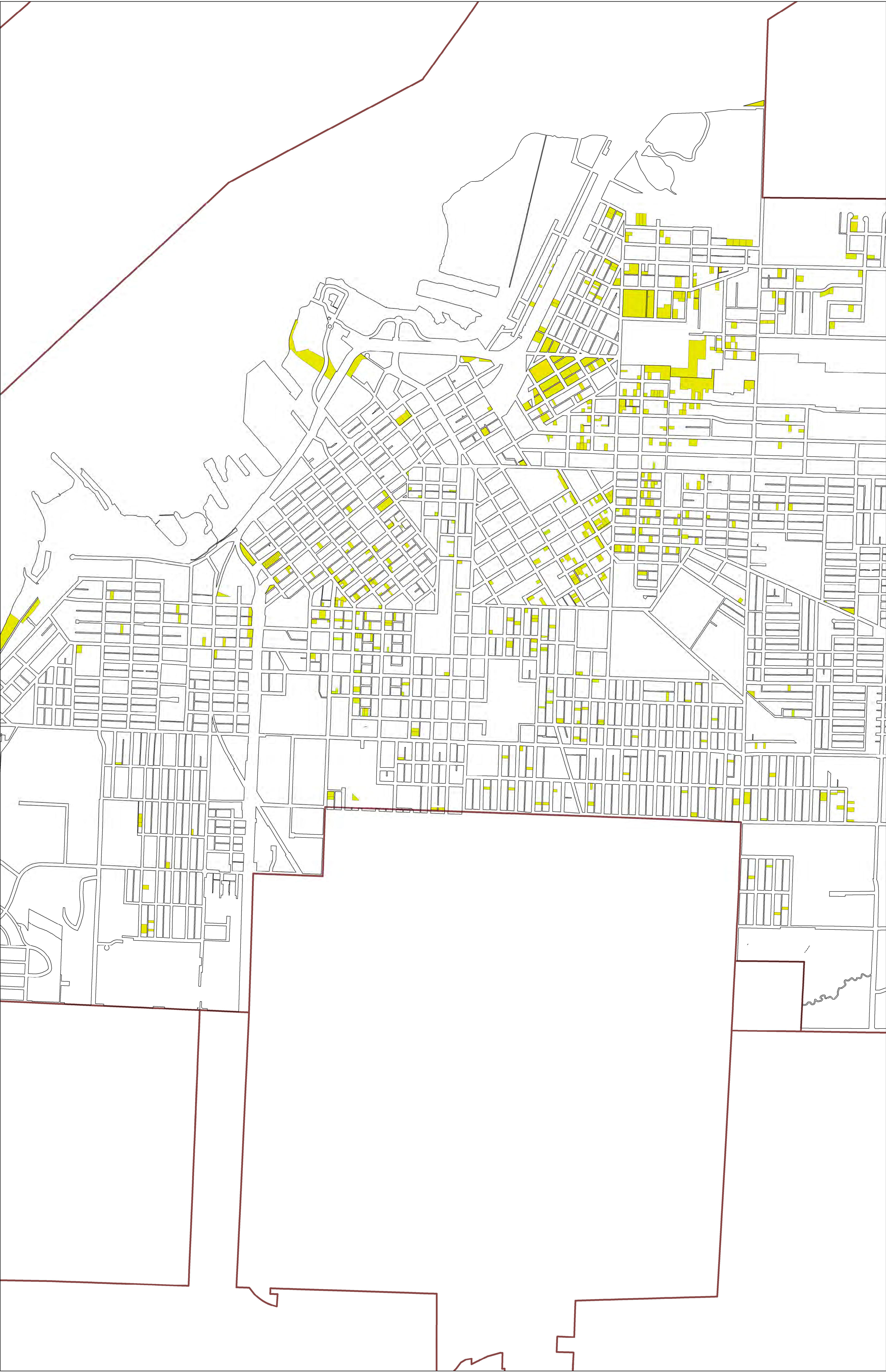
of the City of Muskegon Brownfield Redevelopment Authority, County of Muskegon, State of Michigan, at a regular meeting held on November 30th, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

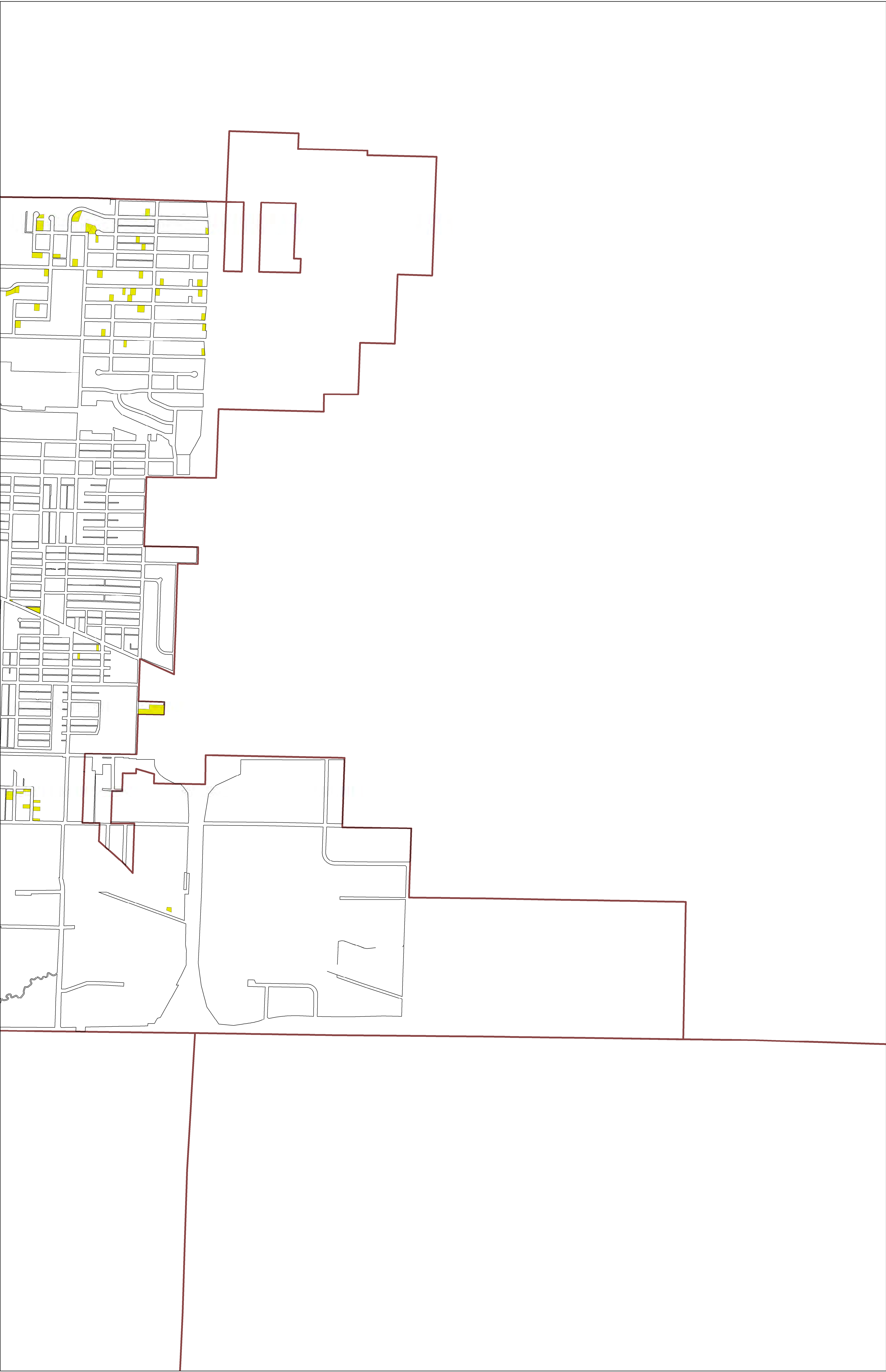
A handwritten signature in cursive script, reading "Martha Bottomley". The signature is written in black ink and is positioned above the printed name and title.

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority









WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: 12/14/2021	Title: Lakeside Corridor Improvement Authority Development and TIF Plan Public Hearing
Submitted By: Jake Eckholm	Department: Development Services
Brief Summary: The Lakeside Corridor Improvement Authority has reviewed and approved the attached Development and TIF Financing Plan, which must also be approved by the local unit of government.	
Detailed Summary: The Lakeside BID/CIA has completed a review of their Development and TIF Financing Plan, which lays out project priorities for the funds collected through TIF and other eligible means. Per Public Act 57 of 2018, it must be approved by the local unit after a public hearing is held, and other taxing jurisdictions are noticed. From here the plan is filed with the State and said taxing jurisdictions have 60 days from plan approval to opt out. The proposed plan reflects funds with no school tax capture, but no opt outs from other taxing jurisdictions.	
Amount Requested: \$0	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: A motion to close the public hearing and approve the Lakeside Corridor Improvement Authority Development and TIF Financing Plan as presented.	
For City Clerk Use Only: Commission Action:	



LAKESIDE CORRIDOR IMPROVEMENT AUTHORITY

DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN

AS RECOMMENDED BY THE LAKESIDE CORRIDOR IMPROVEMENT AUTHORITY ON:

APPROVED BY THE MUSKEGON CITY COMMISSION ON:

INTRODUCTION

General Overview

In 2005, the Michigan legislature enacted Public Act 280, the Corridor Improvement Authority Act, allowing cities, villages, and townships to create an authority to:

“correct and prevent deterioration in business districts; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation and implementation of development plans and development areas in the districts; to promote the economic growth of the districts; to create a board; to prescribe the powers and duties of the board; to authorize the levy and collection of taxes; to authorize the issuance of bonds and other evidences of indebtedness; to authorize the use of tax increment financing; to prescribe powers and duties of certain state officials; to provide for rule promulgation; and to provide for enforcement of the act.”

This act was repealed in 2018, and recodified with the passage of Public Act 57 of 2018. Since the adoption of PA 280 in 2005, many local governments have used a Corridor Improvement District (CID) to stimulate economic revitalization of commercial corridors in transition within their community. A Corridor Improvement Authority (CIA) Board is established to create a development plan for a previously-established Corridor Improvement District (CID). The plan outlines improvements to public or private properties that will prevent further deterioration of property values within the district and encourage new investment. Development plans may be funded by tax increment financing, private or corporate donations, and other grants.

The CIA is able to make ongoing strategic investments within the district by using tax increment financing. Through tax increment financing, a portion of the increase in annual property tax revenue resulting from the economic growth and development to facilities, structures or improvements within a development area is reinvested in the corridor and used for infrastructure improvements and facilities enhancement. This investment thereby reinvigorates the development area and facilitates further economic growth and redevelopment. The justification for capturing future tax increment is that new investment would have been restrained within the district without the establishment of the CID; therefore no taxes are lost by the interested taxing jurisdictions for projects not brought to fruition. Additionally, the physical public space improvements that are made along the designated corridor have a direct benefit to the surrounding properties and the potential taxable value of such.

Powers of the Authority

Detailed powers of the Corridor Improvement Authority board are listed below per 125.2881 Section 11 (1) of PA 280:

- (a) Prepare an analysis of economic changes taking place in the development area.
- (b) Study and analyze the impact of metropolitan growth upon the development area.
- (c) Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the development area.

(d) Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

(e) Develop long-range plans, in cooperation with the agency that is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the development area and to promote the economic growth of the development area, and take steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.

(f) Implement any plan of development in the development area necessary to achieve the purposes of this act in accordance with the powers of the authority granted by this act.

(g) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.

(h) On terms and conditions and in a manner and for consideration the authority considers proper or for no consideration, acquire by purchase or otherwise, or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in the property, that the authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options.

(i) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple- family dwellings, and any necessary or desirable appurtenances to those buildings, within the development area for the use, in whole or in part, of any public or private person or corporation, or a combination thereof.

(j) Fix, charge, and collect fees, rents, and charges for the use of any facility, building, or property under its control or any part of the facility, building, or property, and Development and Tax Increment Financing Plan. The Lakeside Corridor Improvement Authority pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.

(k) Lease, in whole or in part, any facility, building, or property under its control.

(l) Accept grants and donations of property, labor, or other things of value from a public or private source.

(m) Acquire and construct public facilities.

(n) Conduct market research and public relations campaigns, develop, coordinate, and conduct retail and institutional promotions, and sponsor special events and related activities.

(o) Contract for broadband service and wireless technology service in a development area.

Notwithstanding any other provision of this act, in a qualified development area the board may, in addition to the powers enumerated in subsection (1), do 1 or more of the following:

(a) Perform any necessary or desirable site improvements to the land, including, but not limited to, installation of temporary or permanent utilities, temporary or permanent roads and driveways, silt fences, perimeter construction fences, curbs and gutters, sidewalks, pavement markings, water systems, gas distribution lines, concrete, including, but not limited to, building pads, storm drainage systems,

sanitary sewer systems, parking lot paving and light fixtures, electrical service, communications systems, including broadband and high-speed Internet, site signage, and excavation, backfill, grading of site, landscaping and irrigation, within the development area for the use, in whole or in part, of any public or private person or business entity, or a combination of these.

(b) Incur expenses and expend funds to pay or reimburse a public or private person for costs associated with any of the improvements described in subdivision (a).

(c) Make and enter into financing arrangements with a public or private person for the purposes of implementing the board's powers described in this section, including, but not limited to, lease purchase agreements, land contracts, installment sales agreements, sale leaseback agreements, and loan agreements.

Background and Need for the Plan

The City of Muskegon City Commission adopted Resolution Number _____ on March 9th, 2021 after conducting a formal public hearing on October 27th, 2020. That ordinance legally formed the Lakeside Corridor Improvement District and the Corridor Improvement Authority. On _____, the City Commission appointed members to the Lakeside Corridor Improvement Authority board. In the ordinance establishing the Authority, it was determined that a CIA was necessary to:

(a) Correct and prevent deterioration within the business district

(b) Stimulate property reinvestment

(c) Promote economic growth

The specific goals of the CIA are to:

(a) Encourage the recruitment and retention of businesses and employment

(b) Increase accessibility to the businesses in the corridor

(c) Improve the overall business climate of the district and deter economic decline

(d) Expand the tax base for the district and for the city

(e) Enhance the visual aspects of the district while preserving its unique qualities

Plan Development Process

As development and reinvestment opportunities thrive in the Lakeside corridor, stakeholders have prioritized forward thinking efforts in order to maintain the commercial identity and vision, and preserve the residential neighborhoods that envelope this area. Through the establishment of a Corridor Improvement District (CID) the district now has the potential to provide sustainable revenue support for public improvements and marketing and promotional objectives to help achieve these goals. A Lakeside Business Improvement District (BID) was approved by the Commission and a Special Assessment was passed to meet some of these goals in the short term, with the intention that that TIF capture of the CIA would eventually supplant these funds. This team which was led by business owners and community stakeholders began meeting many years ago as the Lakeside District Association, and has since met on a monthly basis effectively executing the BID legislative process with the city of Muskegon with city staff

support. This Development and Tax Increment Financing Plan was developed with assistance from City of Muskegon Economic Development Staff in order to lay groundwork for the improvement projects and services that the Lakeside corridor has been working towards for several years. The LDA has assisted in recruiting BID Board members that have also been appointed as the CIA Board, and these board members have assisted the city in reaching many stakeholders in the corridor through public hearings and meetings to confirm the necessary projects for this CID.

DEVELOPMENT AND TAX INCREMENT FINANCING PLAN

The Lakeside Corridor Improvement Authority's stakeholder feedback suggests that a safe and thriving neighborhood commercial center can continue in part through the creation of a tax increment financing district which would be structured to provide economic resources to improve and maintain public infrastructure, correct and prevent deterioration, and promote neighborhood aligned economic growth. A Lakeside Corridor Improvement District Proposal was drafted and a request to create a Corridor Improvement Authority was delivered to the Muskegon City Commission in November of 2019. The resolution to create the CID was approved by the City Commission in February of 2021 and the CIA was appointed in March. The following Development Plan and Tax Increment Financing Plan is a direct result from stakeholder involvement in district revitalization plans that span the past three years.

Development Plan Benefits of the Corridor Improvement District and Authority

The Lakeside Corridor Improvement Authority recognizes the benefits of commercial property redevelopment to the district and to the City of Muskegon. This formal Development Plan is to be used to outline the priorities and goals of the Authority. The Lakeside Corridor Improvement District Proposal and request to create a Corridor Improvement Authority states that a CID:

- (a) Utilizes Tax Increment Financing (TIF) to complete public improvement projects according to the approved TIF plan while leveraging other dollars such as earned income and private, state, federal and philanthropic monies for district improvements
- (b) Generates a clear plan to improve the district, implemented by an empowered neighborhood stakeholder-government partner framework – a proven national method for success
- (c) Creates access to additional programs and incentives to businesses such as special approval of liquor licenses within city development districts
- (d) Establishes a collaborative environment which fosters business investment from existing entrepreneurs and attracts complementary new business growth
- (e) Encourages job creation, which produces more jobs for neighborhood residents and generates additional personal income tax revenue
- (f) Encourages surrounding property improvements, increasing values of neighboring properties thus generating more property tax revenue
- (g) Promotes greater interest in mixed-use development, broadening business location and residential housing options and increasing the tax base
- (h) Brings more people into the district to shop for goods and services, thus generating more repeat customers for neighborhood businesses and increasing sales tax revenue

- (i) Stimulates new commercial development in a neighborhood where additional private sector investment opportunity exists
- (j) Improves the climate of community and economic development for residents and businesses alike
- (k) Contributes to a healthy neighborhood which has the potential to decrease crime or the perception of crime, and increase public safety
- (l) Creates an improved commercial core and public space that is appealing to neighborhood residents encouraging “pride in place” and visitor attraction
- (m) Retains and empowers residents who can access jobs, goods and services in a walkable or transit oriented neighborhood
- (n) Creates an outreach and coordination mechanism at the neighborhood level for City- financed projects
- (o) Creates a public-private partnership with the City that enhances community neighborhood input to improve the district

Legal Basis of the Plan

This Development Plan and Tax Increment Financing Plan is prepared pursuant to the requirements of Sections 18 and 21 of the Corridor Improvement Authority Act, Public Act 280 of 2005, as amended. It addresses the geographic area of the Corridor Improvement District as established by the City Commission. A descriptive map, resolution establishing the CID and forming the CIA, including the legal description describing the CID, are contained in the appendices.

Development Plan Requirements

This section of the Development Plan provides specific information required in Section 621 of the Corridor Improvement Authority Act section of PA 57. It consists of information requested in subsections 2(a) through 2(r).

Section 621. 2(a) the designation of boundaries of the development area in relation to highways, streets, streams, or otherwise.

The CIA is the same as the boundary established by City Commission Resolution Number ____ adopted on March 9th, 2021 and with the proposed area encompassing all contiguous real properties along the major commercial corridor on Lakeshore Drive and Robinson Street to Clifford Street. A copy of the boundary map is contained in the approved resolution in the Appendices.

Section 621. 2(b) The location and extent of existing streets and other public facilities within the development area, designating the location, character, and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses and shall include a legal description of the development area.

The CIA boundary is the same as the boundary established by City Commission Resolution Number ____ adopted on March 9th 2021. The percentage of real property by classification located within the proposed area as registered by the City Assessor is 61.4%% Commercial, 23.6% Residential, and 15.0%

Institutional/Waterfront Marine. The legal description as approved on the City Commission Resolution is as follows:

ALL PARCELS ABUTTING OR ACCESSED BY LAKESHORE DRIVE ORIGINATING AT CLIFFORD STREET AND CONTINUING EASTWARD TO ROBINSON STREET LOCATED IN THE CITY OF MUSKEGON REVISED PLAT OF 1903.

See district parcel list and resolution in Appendices.

Section 621. 2(c) A description of improvements to be made in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.

A description of specific improvement projects that are contemplated within the development area is contained in the project schedule and budget at the end of this section. The cost and time estimates included in the project schedule and budget are for estimate purposes only and may be revised by the Authority Board at any time without amending this Plan.

Section 621. 2(d) The location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.

A description, including location, cost estimate and schedule of implementation, for each improvement project that will be completed within the area is contained in the project schedule and budget at the end of this section. The cost and time estimates included in the project schedule and budget are estimates only and may be revised by the Authority Board at any time without amending this Plan.

Section 621. 2(e) A statement of the construction or stages of construction planned, and the estimated time of completion of each stage.

A description, including cost estimate and implementation schedule for each specific improvement project that will be completed within the area is contained in the project schedule and budget at the end of this section. The time estimates included in the project schedule are estimates only and may be revised by the Authority Board at any time without amending this Plan.

Section 621. 2(f) A description of any parts of the development area to be left as open space and the use contemplated for the space.

This plan contemplates the maintenance of existing pocket parks, and the enhancement of public parking lots and bus shelters, etc. Tables on subsequent pages include the project descriptions.

Section 621. 2(g) A description of any portion of the development area which the authority desires to sell, donate, exchange, or lease to or from the municipality and proposed terms.

A description, including real estate contemplated for acquisition and/or disposition (including cost estimates, terms and schedule for implementation) for each specific improvement contemplated within the development area is contained in the project schedule and budget at the end of this section. There is no known or identified property or real estate as of the adoption of this Plan that is necessary to complete the improvements set forth in this Plan. However, the CIA may wish to sell, donate, exchange,

or lease property in the future. The Authority board reserves the right to sell, donate, exchange or lease property in the future to the extent determined necessary by the Authority board without further amendment to this Plan.

Section 621. 2(h) A description of desired zoning changes and changes in streets, street levels, intersections, traffic flow modifications, or utilities.

Zoning changes, street layout adjustments, street level modifications, intersection and utilities changes are not contemplated at this time, except as may be proposed in the project schedule and budget at the end of this section.

Section 621. 2(i) An estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange financing.

A description, including cost estimate for individual projects and method of financing is contained in the project schedule and budget at the end of this section. The total cost of completing all activities, projects and improvements proposed by the Authority Development Plan and to be undertaken and financed by the Authority is estimated to be \$1,250,000, not including administrative expenses, inflationary costs, and, contingencies. A breakdown of the estimated cost and estimated schedule for completion for each of those activities and projects is set forth in the project schedule and budget at the end of this section. The scope of the items and improvements and the projected schedule for completion for those items and improvements described in this Plan are estimates only and may be revised from time to time by the Authority board without amending this Plan; provided, however, that such items and improvements must be completed within the term of this Plan, unless the term is amended in accordance with Act 280. Further, estimated costs for any items or improvements may be increased or decreased by the Authority Board without amending this Plan based upon then- current pre-construction or pre-bid estimates of cost, as well as revised estimates of cost resulting from the receipt of bids. All operating and planning expenditures of the Authority and the City, as well as all advances extended by or indebtedness incurred by the City or other parties for improvements identified above that have been completed, are in progress, or yet to be completed, are expected to be repaid from tax increment revenues. The Authority expects to finance these activities from any one or more of the following sources:

- Future tax increment revenues
- Interest on investments
- Donations received by the Authority
- Proceeds from State and Federal Grants
- Proceeds from any property building or facility that may be owned, leased, licensed, operated or sold by the Authority
- Public and private foundation grants
- Fees, sponsorships, or memberships
- Other sources as may be approved by the City Commission

The proceeds to be received from tax increment revenues in the CID plus the availability of funds from other authorized sources will be sufficient to finance all activities and improvements to be carried out under this Plan.

Section 621. 2(j) Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken, if that information is available to the authority.

Information concerning the names of persons for whom benefits may accrue is unknown at this time as final development plans and projects have yet to be prepared. Therefore, such information is unavailable.

Section 621. 2(k) The procedure for bidding for the leasing, purchasing, or conveying in any manner of all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold or conveyed to these persons.

The CIA Board has no publicly announced commitments for the leasing or sale of property as it has no property under supervisory responsibility of the CIA at this time. The CIA in conjunction with the City Commission may discuss policies to explore acquisition of tax reverted property should properties within the Corridor Improvement District become available for acquisition by the City through tax reversion procedures. It is not a priority of the CIA to acquire private property unless it advances a public improvement project or is necessary for economic development purposes. Any property acquired or held by the CIA, to be sold, leased, or otherwise conveyed to private development interests shall be sold, leased, or otherwise conveyed in accordance with local municipal policy, terms, and conditions to be established by the CIA, and state law, if applicable. At the time of the adoption of this Plan, no private parties have been identified to whom land for redevelopment will be sold, leased, or otherwise conveyed; however, the CIA may convey such property to presently undetermined private parties for redevelopment for appropriate uses.

Section 621. 2(l) Estimates of the number of persons residing in the development area and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, a development plan shall include a survey of the families and individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals.

No relocation of families or individuals is anticipated within the scope of the proposed Development Plan or Tax Increment Financing Plan.

Section 621. 2(m) A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

No relocation of families or individuals is anticipated within the scope of the proposed Development Plan or Tax Increment Financing Plan.

Section 621. 2(n) Provision for the costs of relocating persons displaced by the development, and financial assistance and reimbursement of expenses, including litigation expenses and expenses incidental to the transfer of title, in accordance with the standards and provisions of the uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat. 1894.

No relocation of families or individuals is anticipated within the scope of the proposed Development Plan or Tax Increment Financing Plan.

Section 621. 2(o) A plan for compliance with 1972 PA 227, MCL 213.321 to 213.322.

No relocation of families or individuals is anticipated within the scope of the proposed Development Plan or Tax Increment Financing Plan.

Section 621. 2(p) The requirement that amendments to an approved development plan and tax increment plan must be submitted by the authority to the governing body for approval or rejection.

In accordance with Act 57, the Authority reserves the right to amend this Plan to add new improvement projects, add additional parcels, extend the duration of the Plan, or for other lawful purposes. Any amendments to the Plan shall be approved by the Authority and the City Commission in accordance with the requirements of Act 57.

Section 621. 2(q) A schedule to periodically evaluate the effectiveness of the development plan.

An annual report shall be submitted to each entity for which taxes are captured addressing use of CIA funds during the past fiscal year, implementation status of the program of work set forth in the Development Plan and proposed CIA activities for the ensuing year. Any changes from this Development Plan will be addressed and approved by action of the City Commission as part of this annual review of CIA activities. Amendments to the Development Plan and Tax Increment Financing Plan would be completed in compliance with notification and public hearing procedures of Section 22 prior to action of the City Commission.

Section 621. 2(r) Other material which the authority, local public agency, or governing board considers pertinent.

This Development Plan contemplates the use of tax increment financing. City Commission Resolution _____ established the Lakeside Corridor Improvement District as a qualified development area as defined by Section 605 of the Corridor Improvement Authority Act section of PA 57 of 2018, as amended. Pursuant to Section 608 (3) and this Plan, the CIA may enter into agreements with the taxing jurisdictions levying ad valorem property taxes that would otherwise be subject to capture to exempt these taxes from capture, in whole or in part. A tax levy approved by the electors of the taxing unit levying the tax (i) for the sole purpose of repaying bonds, notes or other debt identified in the ballot proposal, (ii) for a specified purpose other than the payment of general operating expenses and for a specific time period identified in the ballot proposal, provided, the levying of the tax has not resulted in the reduction of the taxing unit's general operating millage except to the extent such reduction is required by the State Constitution or statutory requirements, and (iii) for use to pay for specific capital improvements and for a specific time period identified in the ballot proposal, provided, the levying of the tax has not resulted in the reduction of the taxing unit's general operating millage except to the extent such reduction is required by the State Constitution or statutory requirements shall be exempt

from the capture of tax increment revenues, provided, however, in the case of an elector approved renewal of a tax levy that was subject to capture on the effective date of this Plan Amendment and which would be exempt from capture as provided above, only the portion of the tax levy above the previously approved levy is exempt from the capture of tax increment revenues.

Development and Tax Increment Financing Plan Schedule and Budget

The duration of this plan is a 30-year period. On the following pages specific projects addressing CIA goals are described. Each project includes estimated costs and time of completion. The schedule begins in the year 2021 and ends in the year 2051. Projects have been listed based on estimated time of completion.

Intent to Update and Extend Duration or Terminate Plan

On or before the year 2051, the Authority will consider action to update and extend the duration of the Development Plan and Tax Increment Financing Plan or make recommendations to terminate the Plan and rescind City Resolution _____ creating the Authority. Rescission of the resolution would dissolve the Authority and eliminate the accompanying tax increment financing district; provided, however, that in accordance with Act 57, the Authority shall not be dissolved if there is outstanding indebtedness of the Authority.

Reimbursement of Excess Tax Capture

If CIA revenues exceed the anticipated needs of all projects listed in the Development Plan and budget, excess revenue shall be revert proportionately to the respective taxing bodies.

Project Descriptions

This Development and Tax Increment Financing Plan arranges projects in the four categories used by the National Main Street Model (Design, Economic Restructuring, Organization, and Promotions/Marketing) and provides for a general timeframe for completion.

Design

Design enhances the character of the corridor through physical change. Access to the local businesses in the corridor is critical to community stakeholders. Stakeholders have identified exploring how to incorporate new solutions to ensure that businesses can be reasonably accessed and patronized year-round important projects. Furthermore, the physical aesthetics along Lakeshore Drive as related to pedestrians and others were reported as being important to stakeholders. There is a current measured lack of maintenance to new public greenery, trees, and public spaces in many areas along the commercial corridor. Walkability/street crossing in the district is a challenge at times due to the auto-oriented infrastructure and high traffic volume, especially in warmer months. Stakeholders would like to see an inviting district that is a destination place for newcomers and a welcome resource to those already living in the neighborhood.

Economic Restructuring

Economic Restructuring affirms the main business district corridor as the commercial core of the surrounding community. Code enforcement, filling vacant buildings, façade improvement, and property infill development on vacant parcels are essential to a healthy district. Strong businesses and a healthy

business mix are also critical. Stakeholders would like to see business assistance programs and possibly a revolving micro-loan fund in place to assist with this effort. They believe that offering business incentives is one key element to attracting new business and development to the district. The other important factor being promotion of the amazing economic opportunity that can be found if new investments make Lakeshore Drive a priority for their new business or development projects.

Organization

Organization ensures the health of the overall collaborative program and establishes it as leader of the commercial corridor revitalization through fundraising and volunteer development. Organizational activities can be carried out by the Corridor Improvement Authority.

Promotions/Marketing

Promotions will establish the commercial corridor as the social center of the near residential neighborhoods and strengthen the corridors' image. Some have suggested that the corridor offers a distinct daytime and evening or weekend consumer experience. Limited marketing is currently happening along the corridor that is primarily conducted via an annual pamphlet and social media. There are also some limited joint sales and events at designated seasons or holidays. Discussion has already taken place in coordinating all the many separate efforts of individual businesses and promoting the vibrant Lakeside corridor as a whole in a more impactful way. Lakeside businesses currently lack the funding and stability necessary for sustainable collaborative events and marketing. Proactively and regionally marketing a district is essential to draw a diverse customer base, help businesses thrive and create a unique gathering place for residents and visitors. It has been stressed by neighborhood stakeholders many times over that a comprehensive strategy should be developed and implemented to assist in creating a thriving Lakeside-specific identity to serve both residents and the many visitors that are in the district on a daily basis.

Planned Development Projects

The following tables summarize the various projects and activities proposed, including an estimated cost and completion date for each. As noted previously, the costs and completion dates are estimates only and are subject to change without further amendment to this Plan. These dates and estimates may vary because of private investment decisions, financing opportunities, market shifts or other factors.

TABLE 1: Anticipated Projects in DESIGN

Project	Estimated Cost	Estimated Completion Date
Purchase and install seasonal elements (banners, decorations)	\$30,000	2022-2023
Seasonal Snow Removal on Sidewalks and Public Parking	\$900,000	2022-2051
Public Landscaping Maintenance/Improvement	\$100,000	2022-2051

TABLE 2: Anticipated Projects in ECONOMIC RESTRUCTURING

Project	Estimated Cost	Estimated Completion Date
Compile and maintain business inventory	\$30,000	2022-2051
Façade Grant Program	\$300,000	2031-2051
Purchase/Rehab/Demo of Vacant/Blighted Properties	\$250,000	2051
Develop Micro-Loan Revolving Fund	\$100,000	2051

TABLE 3: Anticipated Projects in ORGANIZATION

Project	Estimated Cost	Estimated Completion Date
Increase Communication of CIA Activities	\$30,000	2022-2051
Invest in Board Member Training	\$10,000	2022-2051

TABLE 4: Anticipated Projects in PROMOTIONS/MARKETING

Project	Estimated Cost	Estimated Completion Date
Pursue Branding Plan with Existing Logo	\$15,000	2023
Create and Maintain a Social Media and Online Presence	\$25,000	2022-2051
Plan Special Events and Festivals Unique to the District	\$100,000	2022-2051
Pursue Cooperative Advertising	\$15,000	2022-2023

Sources of Financing

The CIA expects to finance these activities from one or more of the following sources:

- Future tax increment revenues
- State or Federal grants
- Interest on investments
- Public and private foundation grants
- Fees, sponsorships, or memberships
- Donations received by the CIA
- Proceeds from any property, building or facility owned, leased or sold by the CIA
- Moneys obtained through development agreements with property owners benefiting from organizing activities listed in the plan and other public improvements
- Moneys obtained from other sources approved by the Muskegon City Commission

The revenue to be received from tax increment financing in this Development Area plus the availability of funds from other authorized sources will be sufficient to finance the activities and improvements to be carried out under this Plan.

Tax Increment Financing Plan

This Tax Increment Financing Plan is established to make possible the financing of all or a portion of the costs associated with the activities and projects contained in the previous Development Plan for the Lakeside Corridor Improvement District

PA 57 requires the CIA to address three legislative requirements in the Tax Increment Financing Plan. These provide information about funds anticipated to be received by the CIA and its impact upon taxing jurisdictions. These requirements are found in Section 618(3) of the Act and states that “if the authority determines that it is necessary for the achievement of the purposes of this act, the authority shall prepare and submit a tax increment financing plan to the governing body of the municipality. The plan shall include a development plan as provided...” Specifically, the Tax Increment Financing Plan must include, pursuant to Section 618 of the Act:

- 1. A detailed explanation of the tax increment procedure,*
- 2. The maximum amount of bonded indebtedness to be incurred, and*
- 3. The duration of the program.*

1. Detailed explanation of the Tax Increment Financing Procedure

The Recodified Tax Increment Financing Act of 2018, as amended, authorizes tax increment financing (TIF). TIF makes it possible for a district to essentially capture tax revenues that are derived from the increase in value of property, which has benefitted from development projects within said district. The revenue is used to finance further development within the district. The Lakeside CIA has determined that, in order to finance the activities and projects set forth in the Development Plan; a tax increment financing plan must be adopted. The theory of utilizing TIF is that tax revenue will increase within a district where redevelopment is taking place. That increase in development will generate an increase in the tax revenues within that district. Therefore, it is appropriate to use this increase in tax revenue to reinvest into the district to encourage continued development efforts. The tax increment financing procedure as outlined in PA 57 requires the adoption by the City, by resolution, of a Development Plan and a Tax Increment Financing Plan. Following the adoption of that resolution, the city and county treasurers are required by law to transmit to the CIA that portion of the tax levy of all taxing bodies paid each year on the “Captured Assessed Value of all real and personal property located in the Development Area.” The tax amounts to be transmitted are hereinafter referred to as “Tax Increment Revenue”. The “Captured Assessed Value” is defined by the Act as “the amount in any 1 year by which the current assessed value of the project area, including the assessed value of property for which specific local taxes are paid in lieu of property taxes ... exceeds the initial assessed value...” The “initial assessed value” is defined by the Act as the “assessed value, as equalized, of all the taxable property within the boundaries of the Development Area at the time the resolution establishing the tax increment financing plan is approved, as shown by the most recent assessment roll of the municipality for which equalization has been completed at the time the resolution is adopted...” It is the goal of the CIA to use the captured assessed value in the development district for the number of years necessary to complete the projects

outlined in the Development Plan. The CIA shall submit a report on the tax increment financing account showing the revenue received and the amount and purpose of expenditures from the account. Reports will also be required showing the initial assessed value of the development district and the amount of captured assessed value retained by the CIA. The report shall be submitted to the Muskegon City Commission and contain such additional information as the City Commission deems necessary. An opportunity will be made available to the County Board of Commissioners and other taxing jurisdictions to meet with the City Commission to discuss the fiscal and economic implications of the proposed financing and development plans. The governing body may abolish the tax increment financing plan when it finds that the purpose for which it was established is accomplished.

2. The maximum amount of bonded indebtedness to be incurred

According to the Development Plan, the CIA does not anticipate bonding. Below is the current financial position of the Lakeside CIA.

Description of Current Financial Position Current Assets: The Lakeside CIA fund balance at the time of preparation of this analysis is \$0.00. The Lakeside BID will operate concurrently at the onset of the CIA, and share a common board. This entity may have funding available prior to significant TIF revenue generation to commit to projects highlighted in the Development Plan. Additionally, the non-profit Lakeside District Association has some funding available to assist in projects, pursuant to their board approval.

Anticipated Revenue: The proposed tax increment financing district contains 104 individual real properties, according to public records of the Muskegon County Equalization Department. The 2021 taxable value for all properties is \$6,594,883. This is the initial assessed value to which all future assessments will be compared to determine the tax capture for the district. A detailed table listing projected revenue for the 30-year period is included in the appendices. Additional sources of funding may be leveraged from time to time.

Expenses: The CIA will be responsible for accommodating all expenses for each project as prioritized from the Development Plan using TIF funding.

3. Duration of the CIA and Tax Increment Financing District

This Tax Increment Financing Plan establishes a budget for a 30-year period. This is reflected in the previous Development Plan's projects estimated completion dates, Tables 1 through 4.

PIN	Tr Prop Combined Address	Prop_City	Prop_State	Prop_Zip	TV_MBOR
61-24-035-200-0001-00	241654 LAKESHORE DR	MUSKEGON	MI	49441	\$0
61-24-205-529-0001-00	241577 LAKESHORE DR	MUSKEGON	MI	49441	\$47,315
61-24-205-529-0002-00	241583 LAKESHORE DR	MUSKEGON	MI	49441	\$33,483
61-24-205-529-0003-00	241587 LAKESHORE DR	MUSKEGON	MI	49441	\$47,959
61-24-205-529-0004-00	241595 LAKESHORE DR	MUSKEGON	MI	49441	\$48,756
61-24-205-530-0001-00	241605 LAKESHORE DR	MUSKEGON	MI	49441	\$85,879
61-24-205-530-0002-00	241615 LAKESHORE DR	MUSKEGON	MI	49441	\$32,949
61-24-205-530-0003-00	241621 LAKESHORE DR	MUSKEGON	MI	49441	\$24,712
61-24-205-530-0003-10	241623 LAKESHORE DR	MUSKEGON	MI	49441	\$34,190
61-24-205-530-0004-00	241629 LAKESHORE DR	MUSKEGON	MI	49441	\$33,320
61-24-205-530-0005-00	241637 LAKESHORE DR	MUSKEGON	MI	49441	\$45,316
61-24-205-531-0001-00	241915 FRISBIE ST	MUSKEGON	MI	49441	\$0
61-24-205-585-0001-00	241490 LAKESHORE DR				\$0
61-24-205-592-0001-00	241630 LAKESHORE DR	MUSKEGON	MI	49441	\$0
61-24-205-596-0001-00	241812 LAKESHORE DR	MUSKEGON	MI	49441	\$58,224
61-24-205-596-0001-10	241824 LAKESHORE DR	MUSKEGON	MI	49441	\$25,086
61-24-205-596-0001-20	241830 LAKESHORE DR	MUSKEGON	MI	49441	\$25,878
61-24-205-596-0002-00	241836 LAKESHORE DR	MUSKEGON	MI	49441	\$41,978
61-24-205-596-0002-10	241864 LAKESHORE DR	MUSKEGON	MI	49441	\$107,631
61-24-205-596-0002-30	241878 LAKESHORE DR	MUSKEGON	MI	49441	\$23,242
61-24-205-596-0002-40	241888 LAKESHORE DR	MUSKEGON	MI	49441	\$27,826
61-24-205-596-0003-00	241896 LAKESHORE DR	MUSKEGON	MI	49441	\$25,615
61-24-205-596-0003-10	241904 LAKESHORE DR	MUSKEGON	MI	49441	\$24,599
61-24-205-596-0003-20	241910 LAKESHORE DR	MUSKEGON	MI	49441	\$38,836
61-24-205-596-0004-00	241930 LAKESHORE DR	MUSKEGON	MI	49441	\$107,320
61-24-205-596-0004-20	241950 LAKESHORE DR	MUSKEGON	MI	49441	\$64,900
61-24-205-596-0005-00	241988 LAKESHORE DR	MUSKEGON	MI	49441	\$51,200
61-24-205-596-0007-00	242020 LAKESHORE DR	MUSKEGON	MI	49441	\$12,339
61-24-205-596-0008-00	241920 LAKESHORE DR	MUSKEGON	MI	49441	\$1,721,974
61-24-205-597-0001-00	242034 LAKESHORE DR	MUSKEGON	MI	49441	\$33,800
61-24-205-597-0004-00	242054 LAKESHORE DR	MUSKEGON	MI	49441	\$45,928
61-24-205-597-0005-00	242080 LAKESHORE DR	MUSKEGON	MI	49441	\$51,202
61-24-205-597-0008-00	242090 LAKESHORE DR	MUSKEGON	MI	49441	\$0
61-24-205-597-0010-00	242116 LAKESHORE DR	MUSKEGON	MI	49441	\$45,177
61-24-205-597-0011-00	242124 LAKESHORE DR	MUSKEGON	MI	49441	\$20,323
61-24-205-597-0011-10	242130 LAKESHORE DR	MUSKEGON	MI	49441	\$25,581
61-24-205-597-0012-00	242136 LAKESHORE DR	MUSKEGON	MI	49441	\$27,307
61-24-205-597-0013-00	242144 LAKESHORE DR	MUSKEGON	MI	49441	\$35,655
61-24-205-597-0014-00	242152 LAKESHORE DR	MUSKEGON	MI	49441	\$26,470
61-24-205-597-0015-00	242160 LAKESHORE DR	MUSKEGON	MI	49441	\$39,985
61-24-205-597-0017-00	242182 LAKESHORE DR	MUSKEGON	MI	49441	\$358,492
61-24-205-609-0001-00	241682 LAKESHORE DR	MUSKEGON	MI	49441	\$0
61-24-205-609-0002-00	241700 LAKESHORE DR	MUSKEGON	MI	49441	\$147,900
61-24-205-609-0005-00	241716 LAKESHORE DR	MUSKEGON	MI	49441	\$47,800
61-24-205-609-0006-00	241724 LAKESHORE DR	MUSKEGON	MI	49441	\$26,517
61-24-205-609-0007-00	241732 LAKESHORE DR	MUSKEGON	MI	49441	\$30,320
61-24-205-609-0008-00	241742 LAKESHORE DR	MUSKEGON	MI	49441	\$27,575
61-24-205-609-0009-00	241748 LAKESHORE DR	MUSKEGON	MI	49441	\$37,576
61-24-205-609-0010-00	241756 LAKESHORE DR	MUSKEGON	MI	49441	\$132,508
61-24-205-609-0013-00	241786 LAKESHORE DR	MUSKEGON	MI	49441	\$37,000
61-24-205-610-0001-00	241705 LAKESHORE DR	MUSKEGON	MI	49441	\$0
61-24-205-611-0021-00	241763 LAKESHORE DR	MUSKEGON	MI	49441	\$60,773
61-24-205-611-0021-40	241737 LAKESHORE DR	MUSKEGON	MI	49441	\$0
61-24-205-622-0021-00	241777 LAKESHORE DR	MUSKEGON	MI	49441	\$0
61-24-205-624-0001-00	241831 LAKESHORE DR	MUSKEGON	MI	49441	\$0
61-24-205-624-0003-00	241845 LAKESHORE DR	MUSKEGON	MI	49441	\$104,660
61-24-205-625-0001-00	241883 LAKESHORE DR	MUSKEGON	MI	49441	\$46,943
61-24-205-625-0002-00	241891 LAKESHORE DR	MUSKEGON	MI	49441	\$41,075
61-24-205-625-0003-00	241899 LAKESHORE DR	MUSKEGON	MI	49441	\$36,652
61-24-205-625-0004-00	241905 LAKESHORE DR	MUSKEGON	MI	49441	\$41,300
61-24-205-627-0001-00	241927 LAKESHORE DR	MUSKEGON	MI	49441	\$70,829

61-24-205-627-0002-00	24	1937 LAKESHORE DR	MUSKEGON MI	49441	\$25,000
61-24-205-627-0003-00	24	1945 LAKESHORE DR	MUSKEGON MI	49441	\$71,207
61-24-205-627-0004-00	24	1953 LAKESHORE DR	MUSKEGON MI	49441	\$95,856
61-24-205-627-0005-00	24	1965 LAKESHORE DR	MUSKEGON MI	49441	\$92,695
61-24-205-635-0001-00	24	1983 LAKESHORE DR	MUSKEGON MI	49441	\$100,893
61-24-205-635-0002-00	24	1991 LAKESHORE DR	MUSKEGON MI	49441	\$278,891
61-24-205-635-0006-00	24	2009 LAKESHORE DR	MUSKEGON MI	49441	\$32,245
61-24-205-635-0007-00	24	2017 LAKESHORE DR	MUSKEGON MI	49441	\$149,177
61-24-205-636-0001-00	24	2033 LAKESHORE DR	MUSKEGON MI	49441	\$31,545
61-24-205-636-0002-00	24	2043 LAKESHORE DR	MUSKEGON MI	49441	\$31,483
61-24-205-636-0003-00	24	2055 LAKESHORE DR	MUSKEGON MI	49441	\$31,207
61-24-205-636-0004-00	24	2063 LAKESHORE DR	MUSKEGON MI	49441	\$27,307
61-24-205-636-0005-00	24	2075 LAKESHORE DR	MUSKEGON MI	49441	\$39,832
61-24-205-636-0007-00	24	2085 LAKESHORE DR	MUSKEGON MI	49441	\$39,158
61-24-205-641-0001-00	24	2111 LAKESHORE DR	MUSKEGON MI	49441	\$70,889
61-24-205-641-0001-10	24	2117 LAKESHORE DR	MUSKEGON MI	49441	\$49,653
61-24-205-641-0001-50	24	2123 LAKESHORE DR	MUSKEGON MI	49441	\$60,455
61-24-205-641-0002-00	24	2125 LAKESHORE DR	MUSKEGON MI	49441	\$55,618
61-24-205-641-0002-10	24	2133 LAKESHORE DR	MUSKEGON MI	49441	\$49,728
61-24-205-641-0005-00	24	2187 LAKESHORE DR	MUSKEGON MI	49441	\$53,645
61-24-205-658-0001-00	24	2205 LAKESHORE DR	MUSKEGON MI	49441	\$48,987
61-24-205-658-0001-10	24	2211 LAKESHORE DR	MUSKEGON MI	49441	\$34,294
61-24-205-658-0002-00	24	2223 LAKESHORE DR	MUSKEGON MI	49441	\$58,521
61-24-205-658-0003-00	24	2235 LAKESHORE DR	MUSKEGON MI	49441	\$71,319
61-24-205-658-0004-00	24	2245 LAKESHORE DR	MUSKEGON MI	49441	\$60,200
61-24-205-664-0001-00	24	2311 LAKESHORE DR	MUSKEGON MI	49441	\$15,600
61-24-205-664-0009-00	24	2333 LAKESHORE DR	MUSKEGON MI	49441	\$32,042
61-24-205-664-0011-00	24	2341 LAKESHORE DR	MUSKEGON MI	49441	\$36,298
61-24-205-664-0015-00	24	2355 LAKESHORE DR	MUSKEGON MI	49441	\$35,970
61-24-205-664-0018-00	24	2363 LAKESHORE DR	MUSKEGON MI	49441	\$10,000
61-24-205-664-0020-00	24	2371 LAKESHORE DR	MUSKEGON MI	49441	\$22,500
61-24-205-677-0001-00	24	2425 LAKESHORE DR	MUSKEGON MI	49441	\$20,000
61-24-205-677-0004-00	24	2441 LAKESHORE DR	MUSKEGON MI	49441	\$12,500
61-24-205-677-0005-00	24	2445 LAKESHORE DR	MUSKEGON MI	49441	\$58,812
61-24-205-678-0001-00	24	2471 LAKESHORE DR	MUSKEGON MI	49441	\$38,479
61-24-205-678-0001-02	24	2465 LAKESHORE DR	MUSKEGON MI	49441	\$59,503
61-24-490-000-0001-00	24	2143 LAKESHORE DR	MUSKEGON MI	49441	\$31,203
61-24-490-000-0002-00	24	2155 LAKESHORE DR	MUSKEGON MI	49441	\$53,000
61-24-490-000-0003-00	24	2159 LAKESHORE DR	MUSKEGON MI	49441	\$32,100
61-24-490-000-0004-00	24	2167 LAKESHORE DR	MUSKEGON MI	49441	\$6,279
61-24-490-000-0005-00	24	2173 LAKESHORE DR	MUSKEGON MI	49441	\$5,613
61-24-540-001-0001-00	24	2275 LAKESHORE DR	MUSKEGON MI	49441	\$28,000
61-24-540-001-0006-00	24	2257 LAKESHORE DR	MUSKEGON MI	49441	\$47,304
					\$6,594,883

30 Year TIF Table Lakeside Corridor Improvement Authority
Estimates 1.5% Annualized Average Taxable Value Increment

Year	TV	TV Gain	TIF Revenues
2021 (Base Year)	\$ 6,594,883.00	\$ -	\$ -
2022	\$ 6,693,806.25	\$ 98,923.24	\$ 2,489.62
2023	\$ 6,794,213.34	\$ 199,330.34	\$ 5,016.59
2024	\$ 6,896,126.54	\$ 301,243.54	\$ 7,581.46
2025	\$ 6,999,568.44	\$ 404,685.44	\$ 10,184.80
2026	\$ 7,104,561.96	\$ 509,678.96	\$ 12,827.19
2027	\$ 7,211,130.39	\$ 616,247.39	\$ 15,509.22
2028	\$ 7,319,297.35	\$ 724,414.35	\$ 18,231.48
2029	\$ 7,429,086.81	\$ 834,203.81	\$ 20,994.57
2030	\$ 7,540,523.11	\$ 945,640.11	\$ 23,799.11
2031	\$ 7,653,630.96	\$ 1,058,747.96	\$ 26,645.72
2032	\$ 7,768,435.42	\$ 1,173,552.42	\$ 29,535.03
2033	\$ 7,884,961.95	\$ 1,290,078.95	\$ 32,467.68
2034	\$ 8,003,236.38	\$ 1,408,353.38	\$ 35,444.31
2035	\$ 8,123,284.93	\$ 1,528,401.93	\$ 38,465.60
2036	\$ 8,245,134.20	\$ 1,650,251.20	\$ 41,532.20
2037	\$ 8,368,811.22	\$ 1,773,928.22	\$ 44,644.81
2038	\$ 8,494,343.38	\$ 1,899,460.38	\$ 47,804.10
2039	\$ 8,621,758.53	\$ 2,026,875.53	\$ 51,010.78
2040	\$ 8,751,084.91	\$ 2,156,201.91	\$ 54,265.56
2041	\$ 8,882,351.19	\$ 2,287,468.19	\$ 57,569.17
2042	\$ 9,015,586.45	\$ 2,420,703.45	\$ 60,922.33
2043	\$ 9,150,820.25	\$ 2,555,937.25	\$ 64,325.78
2044	\$ 9,288,082.55	\$ 2,693,199.55	\$ 67,780.29
2045	\$ 9,427,403.79	\$ 2,832,520.79	\$ 71,286.62
2046	\$ 9,568,814.85	\$ 2,973,931.85	\$ 74,845.54
2047	\$ 9,712,347.07	\$ 3,117,464.07	\$ 78,457.84
2048	\$ 9,858,032.28	\$ 3,263,149.28	\$ 82,124.33
2049	\$ 10,005,902.76	\$ 3,411,019.76	\$ 85,845.82
2050	\$ 10,155,991.30	\$ 3,561,108.30	\$ 89,623.12
2051	\$ 10,308,331.17	\$ 3,713,448.17	\$ 93,457.09
PLAN TOTALS		\$ 3,713,448.17	\$ 1,344,687.77



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 14, 2021	Title: Housing Board of Appeals Demolitions
Submitted By: Director Jeffrey Lewis	Department: Public Safety/Safebuilt
Brief Summary: HBA approved the demolition of 238 Houston	
Detailed Summary: This is to request that the City Commission concur with the findings of the Housing Board of Appeals that the structure located at 238 Houston, is unsafe, substandard, a public nuisance and that it be demolished within thirty (30) days. It is further requested that administration be directed to obtain bids for the demolition of the structure and that the Mayor and City Clerk be authorized and directed to execute a contract for demolition with the lowest responsible bidder or staff may issue infraction tickets to the owner, agent, or responsible party if they do not demolish the structure.	
Amount Requested: Bids	Amount Budgeted: not applicable (if needed)
Fund(s) or Account(s): 101-50387-5356	Fund(s) or Account(s):
Recommended Motion: Staff recommends that the City Commission concur with HBA to demo of 238 Houston and approval from commission to accept bid on this demolition.	
Check if the following Departments need to approve the item first: Police Dept. ☒ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

**EN2003824 – 238 HOUSTON AVE
CC MEETING DECEMBER 14TH, 2021**

Joseph Heeren
1659 Manz St. Muskegon, MI 49442

Information:

On or about May 30th, 2020 MFD responded to a fully involved fire at this address. On June 2, 2020 the Building Official and Staff made a fire inspection. During this inspection, it was discovered that the demolition and construction were being done without HDC review, building plan review, permit issuance, or any building inspections. The owner had a building permit at the time of the fire, but it was limited to drywall replacement, replacement, and insulation. On July 15, 2020 Building official and staff each posted Stop Work orders to building for demolition of roof structure. Building is currently open to weather with roof assembly missing. Permits for plumbing and electrical have been issued, but are expired without having any inspections. Two building permits are open, but have not had any inspections completed. Demolition of roof assembly appears to be completed. Permit for fire damage repairs and renovation of building has been issued, but no inspections to date. Structure remains open to the elements with no apparent work having been completed on the structure since the demolition of the roof assembly.

Complaint Notices:

- June 1st, 2020: Staff completed a fire inspection.
- July 30th, 2020 A Notice and Order was sent.
- August 10th, 2020: A Dangerous Buildings inspection report was sent.
- August 10th, 2020 A 10-Day notice was sent for September 3rd, 2020 HBA hearing.
- March 15th, 2021 A 10-Day notice was sent for April 1st, 2021 HBA hearing.
- June 24th, 2021 A notice was sent for July 8th, 2021 HBA hearing.
- July 23rd, 2021 A notice was sent for August 5th, 2021 HBA hearing.
- October 20th, 2021 A notice was sent for November 4th, 2021 HBA hearing.
- November 5th, 2021 a Notice of Determination was sent.
- November 30th, 2021 a Notice of hearing for the December 14th, 2021 City Commission Meeting.

All notices are sent First Class, Certified Mail, and posted to the property.

Owner Contact:

Frequent contact has been made with owner regarding this property over the past two years. Owner and owner's architect have been notified of ongoing issues with property. Staff conducted two advisory inspections at the property on August 10th, 2021 and October 22nd, 2021.

No contact with owner since October advisory meeting.

Owner failed to appear at November HBA meeting.

Additional Information:

The structure remains open to the elements. Truss package has been on-site, in contact with ground and partially exposed to elements, for over a year.

Permits obtained:

- PB200599-Complete repairs of fire damage and renovation of building.
 - Issued 8/5/21
 - No inspections to date.
- PB210651-Demolition of roof and fire damaged portion of structure.
 - Issued 7/12/21
 - No inspections to date.
- PE200358- Electrical fixtures throughout.
 - Issued 5/21/20
 - No inspections to date.
- PP200095-Installation of various plumbing fixtures.
 - Issued 3/16/20
 - No inspections to date.

Technical Information

- This is a 2-story commercial building, 2503 SQft mixed use, commercial building with basement and attached two-car garage.
- SEV & Taxable value: \$7600
- Built in 1920
- Current property taxes due: \$0
- Staff estimated cost for interior/exterior repairs at \$180,000
- The structure is in the Nelson Neighborhood.
- Building is in a Historic District.



238 Houston
2020



11.4.2021 16:43



11.4.2021 16:42

WATCH MUSKEGON

Agenda Item Review Form Muskegon City Commission

Commission Meeting Date: December 14, 2021	Title: 2022 SEIU Unit 2 Contract
Submitted By: LeighAnn Mikesell	Department: City Manager's Office
Brief Summary: Staff is seeking approval of the proposed collective bargaining agreement with the Service Employees International Union Unit 2.	
Detailed Summary: City staff and Service Employees International Union Unit 2 representatives have agreed upon new contract items that would take effect January 1, 2022. A summary of the tentative agreements and wage scale is attached, and the SEIU Unit 2 has ratified the contract. The new wage scale provides more parity among classifications over time. The formal agreement will be prepared by counsel. The new agreement is beneficial to both parties and does not have a financial impact on the current budget. Staff is prepared to begin implementing the provisions of the contract on January 1, 2022.	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A
Recommended Motion: To approve the collective bargaining agreement with the Service Employees International Union Unit 2 as presented.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

TENTATIVE AGREEMENTS

reached between the

City of Muskegon

And

Service Employees International Union, Local 517M

11-22-21

1. **Section 24 – Sick Leave / 24.11**

Upon termination of employment under honorable conditions, the employee will be compensated at the rate of ~~three-quarters (3/4)~~ **one hundred (100%) percent** of the value of the accumulated unused sick leave, providing the employee has worked a minimum of twelve (12) consecutive months.

2. **Section 24 – Sick Leave / 24.12**

In the event of lay-off, the displaced employee on recall may use accrued sick leave compensated at the rate of ~~three-quarters (3/4)~~ **one hundred (100%) percent** of the value of the accumulated sick leave providing the employee has worked a minimum of six (6) consecutive months.

3. **Section 32 – Health and Welfare / NEW – 32.6**

The City will reimburse an employee for the amount he/she spends in a year to purchase work boots and work-related clothing, up to a maximum of three hundred (\$300) dollars per year, if the employee presents a receipt showing that he/she purchased such items. The “year” for purposes of this reimbursement is the City’s fiscal year (July 1 to June 30).

4. **Section 45 – Residency / add to existing language**

Bargaining unit members will receive the same residency incentive as non-union employees.

5. **Commercial Driver’s License (Section 50.2) Adjust language:**

CDL requirements must be met prior to being released from probation.

6. **Appendix C**

F-1 Certificate ~~\$1000.00~~ **\$1300.00**

F-2 Certificate ~~\$ 700.00~~ **\$1000.00**

F-3 Certificate ~~\$ 350.00~~ **\$650.00**

S-1 Certificate ~~\$ 750.00~~ **\$1000.00**

S-2 Certificate ~~\$ 500.00~~ **\$800.00**

S-3 Certificate ~~\$ 300.00~~ \$600.00

Master ASE Certificate ~~\$1000.00~~ \$1500.00

7. **Section 23 – Vacations / 23.1**

Effective January 1, 2023, Two-and-one-half days, but not to exceed twenty-five (25) days per year, beginning upon completion of ~~twenty-four (24)~~ twenty-one (21) years of continuous service.

8. **Appendix A.**

The employer has the ability to start a new employee at Step 2. Any employee started at Step 2 will advance to Step 3 six (6) months after their hire date. The following July 1 the employee will advance to Step 4.

9. **Section 36 – Wage and Salary Agreement / 36.1**

Yearly increases are reflected in Appendix A or based on the October 12-Month Consumers Price Index, whichever is higher. For calculation purposes, the Detroit-Warren-Dearborn, Michigan 12-Month CPI on all items, not seasonally adjusted, for October of each year beginning in October 2022.

See Attachment for wage scales.

10. Each employee will receive a \$700.00 signing bonus in the first non-pay week of January 2022.

Insert into contract the following LOA's

- Dated 2-26-20 – Assignment of temporary employees beyond their regular shift / overtime
- Dated 1-14-19 – unused vacation rollover to sick leave benefit

SALARIED	2021	RANGE	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Chief Water Operator		1	\$ 60,361.00	\$ 62,875.00	\$ 65,390.00	\$ 67,906.00	\$ 70,420.00	\$ 72,936.00	\$ 75,451.00
Building Inspector Electrical Inspector Plumbing/Mechanical Inspector		2	\$ 56,800.00	\$ 58,546.00	\$ 60,290.00	\$ 62,031.00	\$ 63,777.00	\$ 65,523.00	\$ 67,265.00
Water Filtration Maintenance Worker		3	\$ 47,434.00	\$ 49,231.00	\$ 51,025.00	\$ 52,822.00	\$ 54,617.00	\$ 56,412.00	\$ 58,208.00
Electronics Technician Heating Inspector Housing Inspector Housing Rehab Inspector Maintenance Electrician Water Filtration Plant Operator Civil Engineer		4	\$ 45,371.00	\$ 47,020.00	\$ 48,672.00	\$ 50,323.00	\$ 51,974.00	\$ 53,623.00	\$ 55,275.00
Chemist		5	\$ 43,619.00	\$ 45,197.00	\$ 46,773.00	\$ 48,353.00	\$ 49,928.00	\$ 51,510.00	\$ 53,085.00
Senior Engineering Aid Zoning Environmental Inspector		6	\$ 42,065.00	\$ 43,577.00	\$ 45,090.00	\$ 46,600.00	\$ 48,116.00	\$ 49,627.00	\$ 51,136.00
Maintenance Operator II		7	\$ 40,952.00	\$ 42,417.00	\$ 43,884.00	\$ 45,351.00	\$ 46,815.00	\$ 48,281.00	\$ 49,746.00
Environmental Inspector		8	\$ 39,927.00	\$ 41,354.00	\$ 42,777.00	\$ 44,200.00	\$ 45,624.00	\$ 47,047.00	\$ 48,471.00
Engineering Aide I		9	\$ 38,196.00	\$ 39,476.00	\$ 40,761.00	\$ 42,043.00	\$ 43,327.00	\$ 44,609.00	\$ 45,890.00
Custodian		10	\$ 31,530.00	\$ 32,601.00	\$ 33,675.00	\$ 34,746.00	\$ 35,824.00	\$ 36,898.00	\$ 37,970.00
LSM 3 with Tree Trimmer		11	\$ 23.59	\$ 24.10	\$ 24.61	\$ 25.13	\$ 25.66	\$ 26.18	\$ 26.69
LSM 3		12	\$ 21.28	\$ 21.80	\$ 22.32	\$ 22.82	\$ 23.37	\$ 23.88	\$ 24.39
Horticulturalist		13	\$ 20.91	\$ 21.45	\$ 21.95	\$ 22.53	\$ 23.04	\$ 23.59	\$ 24.11
Equipment Operator Inventory and Stock Clerk LSM 2 with CDL Maintenance Welder Mechanic Sign Fabricator Traffic Sign Maintenance Worker Water Meter Service Worker Water/Sewer Maintenance Worker		14	\$ 20.07	\$ 20.58	\$ 21.11	\$ 21.61	\$ 22.10	\$ 22.61	\$ 23.11
LSM 2 Small Equipment Mechanic		15	\$ 19.82	\$ 20.32	\$ 20.81	\$ 21.31	\$ 21.80	\$ 22.32	\$ 22.79
LSM 1 Meter Reader		16	\$ 19.10	\$ 19.57	\$ 20.05	\$ 20.53	\$ 21.03	\$ 21.50	\$ 21.96
Mechanic's Assistant		17	\$ 18.48	\$ 18.94	\$ 19.39	\$ 19.87	\$ 20.34	\$ 20.80	\$ 21.24
Laborer		18	\$ 18.11	\$ 18.57	\$ 19.06	\$ 19.47	\$ 19.93	\$ 20.41	\$ 20.86

2022										
SALARIED	RANGE	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years		
Chief Water Operator	1	\$ 63,379.05	\$ 66,018.75	\$ 68,659.50	\$ 71,301.30	\$ 73,941.00	\$ 76,582.80	\$ 79,223.55		5%
Building Inspector Electrical Inspector Plumbing/Mechanical Inspector	2	\$ 59,640.00	\$ 61,473.30	\$ 63,304.50	\$ 65,132.55	\$ 66,965.85	\$ 68,799.15	\$ 70,628.25		5%
Water Filtration Maintenance Worker	3	\$ 50,754.38	\$ 52,677.17	\$ 54,596.75	\$ 56,519.54	\$ 58,440.19	\$ 60,360.84	\$ 62,282.56		7%
Electronics Technician Heating Inspector Housing Inspector Housing Rehab Inspector Maintance Electrician Water Filtration Plant Operator Civil Engineer	4	\$ 47,639.55	\$ 49,371.00	\$ 51,105.60	\$ 52,839.15	\$ 54,572.70	\$ 56,304.15	\$ 58,038.75		5%
Chemist	5	\$ 45,799.95	\$ 47,456.85	\$ 49,111.65	\$ 50,770.65	\$ 52,424.40	\$ 54,085.50	\$ 55,739.25		5%
Senior Engineering Aid Zoning Environmental Inspector	6	\$ 44,168.25	\$ 45,755.85	\$ 47,344.50	\$ 48,930.00	\$ 50,521.80	\$ 52,108.35	\$ 53,692.80		5%
Maintenance Operator II	7	\$ 42,999.60	\$ 44,537.85	\$ 46,078.20	\$ 47,618.55	\$ 49,155.75	\$ 50,695.05	\$ 52,233.30		5%
Environmental Inspector	8	\$ 41,923.35	\$ 43,421.70	\$ 44,915.85	\$ 46,410.00	\$ 47,905.20	\$ 49,399.35	\$ 50,894.55		5%
Engineering Aide I	9	\$ 40,105.80	\$ 41,449.80	\$ 42,799.05	\$ 44,145.15	\$ 45,493.35	\$ 46,839.45	\$ 48,184.50		5%
Custodian	10	\$ 33,106.50	\$ 34,231.05	\$ 35,358.75	\$ 36,483.30	\$ 37,615.20	\$ 38,742.90	\$ 39,868.50		5%
LSM 3 with Tree Trimmer	11	\$ 24.77	\$ 25.31	\$ 25.84	\$ 26.39	\$ 26.94	\$ 27.49	\$ 28.02		5%
LSM 3	12	\$ 22.77	\$ 23.33	\$ 23.88	\$ 24.42	\$ 25.01	\$ 25.55	\$ 26.10		7%
Horticulturalist	13	\$ 22.37	\$ 22.95	\$ 23.49	\$ 24.11	\$ 24.65	\$ 25.24	\$ 25.80		7%
Equipment Operator Inventory and Stock Clerk LSM 2 with CDL Maintenance Welder Mechanic Sign Fabricator Traffic Sign Maintenance Worker Water Meter Service Worker Water/Sewer Maintenance Worker	14	\$ 21.47	\$ 22.02	\$ 22.59	\$ 23.12	\$ 23.65	\$ 24.19	\$ 24.73		7%
LSM 2 Small Equipment Mechanic	15	\$ 21.21	\$ 21.74	\$ 22.27	\$ 22.80	\$ 23.33	\$ 23.88	\$ 24.39		7%
LSM 1 Meter Reader	16	\$ 20.44	\$ 20.94	\$ 21.45	\$ 21.97	\$ 22.50	\$ 23.01	\$ 23.50		7%
Mechanic's Assistant	17	\$ 19.77	\$ 20.27	\$ 20.75	\$ 21.26	\$ 21.76	\$ 22.26	\$ 22.73		7%
Laborer	18	\$ 19.20	\$ 19.68	\$ 20.20	\$ 20.64	\$ 21.13	\$ 21.63	\$ 22.11		6%

SALARIED	2023									
	RANGE	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years		
Chief Water Operator	1	\$ 65,914.21	\$ 68,659.50	\$ 71,405.88	\$ 74,153.35	\$ 76,898.64	\$ 79,646.11	\$ 82,392.49	4%	
Building Inspector Electrical Inspector Plumbing/Mechanical Inspector	2	\$ 62,025.60	\$ 63,932.23	\$ 65,836.68	\$ 67,737.85	\$ 69,644.48	\$ 71,551.12	\$ 73,453.38	4%	
Water Filtration Maintenance Worker	3	\$ 53,292.10	\$ 55,311.03	\$ 57,326.59	\$ 59,345.52	\$ 61,362.20	\$ 63,378.88	\$ 65,396.69	5%	
Electronics Technician Heating Inspector Housing Inspector Housing Rehab Inspector Maintance Electrician Water Filtration Plant Operator Civil Engineer	4	\$ 49,545.13	\$ 51,345.84	\$ 53,149.82	\$ 54,952.72	\$ 56,755.61	\$ 58,556.32	\$ 60,360.30	4%	
Chemist	5	\$ 47,631.95	\$ 49,355.12	\$ 51,076.12	\$ 52,801.48	\$ 54,521.38	\$ 56,248.92	\$ 57,968.82	4%	
Senior Engineering Aid Zoning Environmental Inspector	6	\$ 45,934.98	\$ 47,586.08	\$ 49,238.28	\$ 50,887.20	\$ 52,542.67	\$ 54,192.68	\$ 55,840.51	4%	
Maintenance Operator II	7	\$ 44,719.58	\$ 46,319.36	\$ 47,921.33	\$ 49,523.29	\$ 51,121.98	\$ 52,722.85	\$ 54,322.63	4%	
Environmental Inspector	8	\$ 43,600.28	\$ 45,158.57	\$ 46,712.48	\$ 48,266.40	\$ 49,821.41	\$ 51,375.32	\$ 52,930.33	4%	
Engineering Aide I	9	\$ 41,710.03	\$ 43,107.79	\$ 44,511.01	\$ 45,910.96	\$ 47,313.08	\$ 48,713.03	\$ 50,111.88	4%	
Custodian	10	\$ 34,430.76	\$ 35,600.29	\$ 36,773.10	\$ 37,942.63	\$ 39,119.81	\$ 40,292.62	\$ 41,463.24	4%	
LSM 3 with Tree Trimmer	11	\$ 25.76	\$ 26.32	\$ 26.87	\$ 27.44	\$ 28.02	\$ 28.59	\$ 29.15	4%	
LSM 3	12	\$ 23.91	\$ 24.49	\$ 25.08	\$ 25.64	\$ 26.26	\$ 26.83	\$ 27.40	5%	
Horticulturalist	13	\$ 23.49	\$ 24.10	\$ 24.66	\$ 25.31	\$ 25.89	\$ 26.50	\$ 27.09	5%	
Equipment Operator Inventory and Stock Clerk LSM 2 with CDL Maintenance Welder Mechanic Sign Fabricator Traffic Sign Maintenance Worker Water Meter Service Worker Water/Sewer Maintenance Worker	14	\$ 22.55	\$ 23.12	\$ 23.72	\$ 24.28	\$ 24.83	\$ 25.40	\$ 25.96	5%	
LSM 2 Small Equipment Mechanic	15	\$ 22.27	\$ 22.83	\$ 23.38	\$ 23.94	\$ 24.49	\$ 25.08	\$ 25.60	5%	
LSM 1 Meter Reader	16	\$ 21.46	\$ 21.99	\$ 22.53	\$ 23.07	\$ 23.63	\$ 24.16	\$ 24.67	5%	
Mechanic's Assistant	17	\$ 20.76	\$ 21.28	\$ 21.78	\$ 22.32	\$ 22.85	\$ 23.37	\$ 23.86	5%	
Laborer	18	\$ 19.77	\$ 20.27	\$ 20.81	\$ 21.26	\$ 21.76	\$ 22.28	\$ 22.77	3%	

	2024									
SALARIED	RANGE	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years		
Chief Water Operator	1	\$ 67,891.64	\$ 70,719.29	\$ 73,548.06	\$ 76,377.95	\$ 79,205.60	\$ 82,035.50	\$ 84,864.27		3%
Building Inspector Electrical Inspector Plumbing/Mechanical Inspector	2	\$ 63,886.37	\$ 65,850.20	\$ 67,811.78	\$ 69,769.99	\$ 71,733.82	\$ 73,697.65	\$ 75,656.98		3%
Water Filtration Maintenance Worker	3	\$ 55,956.70	\$ 58,076.58	\$ 60,192.92	\$ 62,312.79	\$ 64,430.31	\$ 66,547.83	\$ 68,666.52		5%
Electronics Technician Heating Inspector Housing Inspector Housing Rehab Inspector Maintance Electrician Water Filtration Plant Operator Civil Engineer	4	\$ 51,031.49	\$ 52,886.22	\$ 54,744.32	\$ 56,601.30	\$ 58,458.28	\$ 60,313.01	\$ 62,171.11		3%
Chemist	5	\$ 49,060.91	\$ 50,835.78	\$ 52,608.40	\$ 54,385.52	\$ 56,157.02	\$ 57,936.39	\$ 59,707.88		3%
Senior Engineering Aid Zoning Environmental Inspector	6	\$ 47,313.03	\$ 49,013.67	\$ 50,715.43	\$ 52,413.82	\$ 54,118.95	\$ 55,818.46	\$ 57,515.73		3%
Maintenance Operator II	7	\$ 46,061.17	\$ 47,708.94	\$ 49,358.97	\$ 51,008.99	\$ 52,655.64	\$ 54,304.54	\$ 55,952.31		3%
Environmental Inspector	8	\$ 44,908.29	\$ 46,513.33	\$ 48,113.86	\$ 49,714.39	\$ 51,316.05	\$ 52,916.58	\$ 54,518.24		3%
Engineering Aide I	9	\$ 42,961.33	\$ 44,401.03	\$ 45,846.34	\$ 47,288.28	\$ 48,732.48	\$ 50,174.42	\$ 51,615.24		3%
Custodian	10	\$ 35,463.68	\$ 36,668.30	\$ 37,876.29	\$ 39,080.91	\$ 40,293.40	\$ 41,501.39	\$ 42,707.14		3%
LSM 3 with Tree Trimmer	11	\$ 26.53	\$ 27.11	\$ 27.68	\$ 28.27	\$ 28.86	\$ 29.45	\$ 30.02		3%
LSM 3	12	\$ 25.10	\$ 25.72	\$ 26.33	\$ 26.92	\$ 27.57	\$ 28.17	\$ 28.77		5%
Horticulturalist	13	\$ 24.67	\$ 25.30	\$ 25.89	\$ 26.58	\$ 27.18	\$ 27.83	\$ 28.44		5%
Equipment Operator Inventory and Stock Clerk LSM 2 with CDL Maintenance Welder Mechanic Sign Fabricator Traffic Sign Maintenance Worker Water Meter Service Worker Water/Sewer Maintenance Worker	14	\$ 23.68	\$ 24.28	\$ 24.90	\$ 25.49	\$ 26.07	\$ 26.67	\$ 27.26		5%
LSM 2 Small Equipment Mechanic	15	\$ 23.38	\$ 23.97	\$ 24.55	\$ 25.14	\$ 25.72	\$ 26.33	\$ 26.88		5%
LSM 1 Meter Reader	16	\$ 22.53	\$ 23.09	\$ 23.65	\$ 24.22	\$ 24.81	\$ 25.36	\$ 25.91		5%
Mechanic's Assistant	17	\$ 21.80	\$ 22.34	\$ 22.87	\$ 23.44	\$ 23.99	\$ 24.54	\$ 25.06		5%
Laborer	18	\$ 20.17	\$ 20.68	\$ 21.23	\$ 21.68	\$ 22.19	\$ 22.73	\$ 23.23		2%

2025										
SALARIED	RANGE	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years		
Chief Water Operator	1	\$ 69,928.39	\$ 72,840.86	\$ 75,754.50	\$ 78,669.29	\$ 81,581.77	\$ 84,496.56	\$ 87,410.19		3%
Building Inspector Electrical Inspector Plumbing/Mechanical Inspector	2	\$ 65,802.96	\$ 67,825.70	\$ 69,846.13	\$ 71,863.09	\$ 73,885.83	\$ 75,908.58	\$ 77,926.69		3%
Water Filtration Maintenance Worker	3	\$ 57,635.41	\$ 59,818.88	\$ 61,998.70	\$ 64,182.18	\$ 66,363.22	\$ 68,544.26	\$ 70,726.52		3%
Electronics Technician Heating Inspector Housing Inspector Housing Rehab Inspector Maintance Electrician Water Filtration Plant Operator Civil Engineer	4	\$ 52,562.43	\$ 54,472.80	\$ 56,386.65	\$ 58,299.34	\$ 60,212.02	\$ 62,122.40	\$ 64,036.24		3%
Chemist	5	\$ 50,532.73	\$ 52,360.85	\$ 54,186.65	\$ 56,017.09	\$ 57,841.73	\$ 59,674.48	\$ 61,499.12		3%
Senior Engineering Aid Zoning Environmental Inspector	6	\$ 48,732.42	\$ 50,484.08	\$ 52,236.89	\$ 53,986.23	\$ 55,742.52	\$ 57,493.02	\$ 59,241.20		3%
Maintenance Operator II	7	\$ 47,443.01	\$ 49,140.21	\$ 50,839.74	\$ 52,539.26	\$ 54,235.31	\$ 55,933.67	\$ 57,630.88		3%
Environmental Inspector	8	\$ 46,255.54	\$ 47,908.72	\$ 49,557.27	\$ 51,205.82	\$ 52,855.53	\$ 54,504.08	\$ 56,153.79		3%
Engineering Aide I	9	\$ 44,250.17	\$ 45,733.06	\$ 47,221.73	\$ 48,706.93	\$ 50,194.45	\$ 51,679.65	\$ 53,163.69		3%
Custodian	10	\$ 36,527.59	\$ 37,768.35	\$ 39,012.58	\$ 40,253.34	\$ 41,502.20	\$ 42,746.44	\$ 43,988.35		3%
LSM 3 with Tree Trimmer	11	\$ 27.33	\$ 27.92	\$ 28.51	\$ 29.11	\$ 29.73	\$ 30.33	\$ 30.92		3%
LSM 3	12	\$ 25.86	\$ 26.49	\$ 27.12	\$ 27.73	\$ 28.40	\$ 29.02	\$ 29.64		3%
Horticulturalist	13	\$ 25.41	\$ 26.06	\$ 26.67	\$ 27.38	\$ 28.00	\$ 28.66	\$ 29.30		3%
Equipment Operator Inventory and Stock Clerk LSM 2 with CDL Maintenance Welder Mechanic Sign Fabricator Traffic Sign Maintenance Worker Water Meter Service Worker Water/Sewer Maintenance Worker	14	\$ 24.39	\$ 25.01	\$ 25.65	\$ 26.26	\$ 26.85	\$ 27.47	\$ 28.08		3%
LSM 2 Small Equipment Mechanic	15	\$ 24.08	\$ 24.69	\$ 25.29	\$ 25.89	\$ 26.49	\$ 27.12	\$ 27.69		3%
LSM 1 Meter Reader	16	\$ 23.21	\$ 23.78	\$ 24.36	\$ 24.95	\$ 25.55	\$ 26.12	\$ 26.68		3%
Mechanic's Assistant	17	\$ 22.45	\$ 23.01	\$ 23.56	\$ 24.14	\$ 24.71	\$ 25.27	\$ 25.81		3%
Laborer	18	\$ 20.77	\$ 21.30	\$ 21.86	\$ 22.33	\$ 22.86	\$ 23.41	\$ 23.93		3%