CITY OF MUSKEGON

CITY COMMISSION MEETING

OCTOBER 26, 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:**
- □ **PUBLIC COMMENT ON AGENDA ITEMS:**
- □ **CONSENT AGENDA:**

  A. **Approval of Minutes** City Clerk

  B. **Adelaide Point Development Agreement** Economic Development

  C. **Michigrown – Consumption Event** City Clerk

  D. **Request to Purchase AED's** Public Safety

  E. **Request to Purchase Portable Fire Pump for the Fireboat** Public Safety

  F. **Local Officers Compensation Commission Recommendation** City Clerk

  G. **MiDeal with Staples** Finance

  H. **Sale – 766 Leonard** Economic Development

  I. **Contract for Critical Dune Enforcement** Planning

  J. **Ice Rink Refrigeration System** Arena

  K. **Contract for Stormwater Management Review** Engineering

  L. **Stormwater Management Review Fees** Engineering

- □ **PUBLIC HEARINGS:**

  A. **Brownfield Plan Amendment Public Hearing – Harbor 31 LLC (Trilogy Senior Housing Redevelopment Project), 60 Viridian Drive** Economic Development

  B. **Public Hearing on Adelaide Point Project Brownfield Plan Amendment,**

1148 and 1204 West Western Avenue Economic Development

C. **Establishment of an Obsolete Property District – 221 W Webster Avenue** Planning

D. **Issuance of an Obsolete Property Certificate** Planning

E. **Inclusive Zoning** Manager's Office

□ **UNFINISHED BUSINESS:**

□ **NEW BUSINESS:**

A. **HBA Demolitions – 181 Irwin** Public Safety

□ **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: October 26, 2021	Title: Approval of Minutes
Submitted By: Ann Marie Meisch, MMC	Department: City Clerk
Brief Summary: To approve the minutes of the October 11, 2021 Worksession and the October 12, 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 WORKSESSION

Monday, October 11, 2021
5:30 p.m.
City Commission Chambers

Minutes

2021-91

Present: Mayor Gawron, Vice Mayor Hood, Commissioners Rinsema-Sybenga, Emory, Johnson, and German

Absent: Commissioner Ramsey

Mayors' Institute on City Design Report
Deputy Manager, LeighAnn Mikesell, gave a presentation on the Mayors' Institute on City Design (MICD) Report, *Investing in Equity for Jackson Hill.*

At the end of 2020, the City of Muskegon was selected by the MICD to participate in a new Alumni Technical Assistance program that assists communities in finding solutions to critical planning and design challenges.

The MICD is a leadership initiative of the National Endowment for the Arts in partnership with the U.S. Conference of Mayors. Since 1986, MICD has helped transform communities through design by preparing mayors to be the chief urban designers of their cities.

In January 2021, the MICD offered the City two leading experts to work with staff and community stakeholders by providing design and development assistance on important issues facing the Jackson Hill Neighborhood. Specifically, staff asked for their assistance in seeking greater investment equity to identify new commercial development opportunities in this neighborhood. Our focus areas included partnering with the community to define a vision for the future, assisting the neighbors and businesses to find success through development which fits the neighborhood, and bridging the physical and social barriers to economic success.
The MICD Resource Team has since presented staff with a report on proposed planning recommendations for the Jackson Hill community to consider in the future. On August 26th, the City hosted a community conversation with Jackson Hill residents where details of the report were discussed and residents provided ideas for neighborhood improvement. The ultimate goal is to work alongside our neighbors to address past economic disinvestment and help support the future of the Jackson Hill neighborhood as well as model similar neighbor engagement opportunities throughout the City.

Adelaide Pointe Development Agreement
The team has been working with the developer at Adelaide Pointe to negotiate mutually favorable terms on a development agreement that will stipulate funding and incentives for the project. The draft presented is mutually agreed upon by staff and Ryan Leetsma, the project's owner and developer.

The structure of this development agreement is quite different than other recent projects due to the large amount of new public infrastructure that is required to build out the project. We would essentially be funding the roads, water, sewer and other public amenities for a whole new district of the Nims Neighborhood and an extension/connection of downtown to the lakefront. Tonight, staff will walk through the development agreement in detail with commissioners and take questions. We will hope for a vote on October 26, 2021, when the associated Brownfield Plan Amendment is anticipated to be before the Commission.

Jake Eckholm, Economic Development Director, gave an overview of the development agreement. Discussion took place regarding this item. This will appear on the agenda again at a later date.

Ride Muskegon Operating Agreement
City staff has developed an operating agreement with Ride Muskegon, LLC to operate a scooter rental business in the City. The business will utilize a cellular phone application to unlock electric scooters for customers to access. Scooters will have designated pick up and drop off locations, and will not be permitted to be abandoned in non-approved areas.

Staff is recommending approval of the operating agreement. Ride Muskegon, LLC is locally owned and operated. To our knowledge, Ride Muskegon, LLC is the only such company located in the city limits. The operating agreement ensures that Ride Muskegon, LLC and its customers follow the ruled and regulations as assigned by the City of Muskegon, and also ensures that the City of Muskegon will not rent similar space to new competitor companies during the operating period.

Frank Peterson, City Manager, explained the agreement for scooters to be placed in various places around the city for visitors to rent. Discussion took place. This item will appear on the regular meeting agenda on October 12, 2021.

Presentation from West Urban Properties on progress of PILOT Development
Dave Dusendang with West Urban Properties has prepared a progress report on the first phase of the City's PILOT rental unit development agreement with his firm. He is requesting authorization to proceed with the second phase of the agreement, which includes 25 additional rental units.

Mr. Dusendang has prepared a report that illustrates the current construction progress, lease-up status, and percent of Muskegon County AMI each unit's occupier represents.

For the sake of privacy, the incomes and are anonymized and the addresses are not printed with the associated household. West Urban is proposing to continue the arrangement as described in the original agreement by proceeding with 25 additional builds on pre-approved city owned lots.

Dave Dusendang, Owner of West Urban Properties, provided an update to the Commission regarding the 25 homes he has already built and is seeking Commission approval to move forward with another 25 homes. Discussion took place regarding the development. This item will appear on the October 12, 2021 regular meeting agenda for consideration.

Public Comment – No public comments were received.

Adjournment – The Worksession meeting adjourned at 8:12 p.m.

Respectfully Submitted,

Kimberly Young, Deputy City Clerk

CITY OF MUSKEGON

CITY COMMISSION MEETING

OCTOBER 12, 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, October 12, 2021, Pastor Tara Foreman, Bethany 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 Ken Johnson, Dan Rinsema-Sybenga, Willie German, Jr., Michael Ramsey, and Teresa Emory, Acting City Manager LeighAnn Mikesell, City Attorney Chris Kelly, and City Clerk Ann Meisch.

PUBLIC COMMENT ON AGENDA ITEMS: Public comments were received.

2021-92 CONSENT AGENDA:

A. Approval of Minutes City Clerk

SUMMARY OF REQUEST: To approve the minutes of the September 13, 2021 Worksession, the September 14, 2021 Regular Meeting, and the September 28, 2021 Regular Meeting.

STAFF RECOMMENDATION: To approve the minutes.

B. Purchase Vacant Property – 209 Merrill Planning

SUMMARY OF REQUEST: City staff is seeking authorization to purchase land at 209 Merrill from the State Land Bank Authority. The City is seeking to purchase the vacant land at 209 Merrill from the State Land Bank Authority and has offered $500 for the purchase price to construct a single-family home on. The estimated cost to construct the home is $250,000. The State sent paperwork stating that the base price starts at $1,500 as a minimum acceptable offer and $100 to process the deed.

AMOUNT REQUESTED: $500 with option to negotiate.

FUND OR ACCOUNT: Public Improvement

STAFF RECOMMENDATION: Authorize the City Manger to negotiate the purchase price if the State does not accept the $500 offer and to authorize the

Code Coordinator to complete the purchase of 209 Merrill Avenue, as described in the documents and to have the Mayor and Clerk sign the resolution.

C. Muskegon Area Sports Hall of Fame Lease Arena

SUMMARY OF REQUEST: The Muskegon Area Sports Hall of Fame is formally leasing space inside the arena to display sports memorabilia and other sports-related items.

The Muskegon Area Sports Hall of Fame was located inside the arena for many years. During the most recent major renovation, the display was displaced. This lease will re-establish the Hall of Fame inside the arena for the next 5 years. The display wall be mounted on the walls inside the hallway nearest to the convention center.

The lease amount is $10 per year, the lease also allows a discounted $500 rental one time per year to hold a Hall of Fame banquet. The City has pledged up to $10,000 to help complete the build out.

The completed display will be a stunning first-impression to visitors of the arena.

AMOUNT REQUESTED: $10,000 AMOUNT BUDGETED: $10,000

FUND OR ACCOUNT: 254

STAFF RECOMMENDATION: Approval of the lease.

D. Buekema Playground – REVISION Public Works

SUMMARY OF REQUEST: Staff is seeking approval for additional funding related to the playground replacement oat Beukema Park.

At the August 24, 2021 meeting the Commission voted to allocate $165,000 towards replacement of the playground equipment at Beukema Park. This was intended to cover the cost of the equipment and installation ($122,639.00) plus an allowance up to $165,000 in total to revise the design to include ramped access and accessible surfacing as mentioned in the public comments during the selection.

After reviewing the proposed changes with American Athletix it was determined that there was no method for American Athletix to accomplish the requested changes within the allocated budget. After several iterations American Athletix provided the revised proposal for $220,568.25 which included modified play structures to include ramped access, as well as poured in place trails for the walkways.

Staff is comfortable that the revised proposal is appropriate for the site. As previously discussed we are targeting to spend approximately $900K between Reese & Beukema parks which is drawn from the Beach Parking revenue. The contract for equipment at Reese has been signed in the amount of $364,600.00

bringing to total to date to $585,168.25.

AMOUNT REQUESTED: AMOUNT BUDGETED:

$220,569.25 TOTAL $0

$55,568.25 INCREASE OVER ORIGINAL $900K To be included in Q1 Reforecast

FUND OR ACCOUNT: 101

STAFF RECOMMENDATION: Authorize staff to accept the revised proposal from American Athletix in the amount of $220,568.25 for the new playground structure at Beukema Park.

Motion by Commissioner Johnson, second by Commissioner German, to accept the consent agenda as presented minus item E.

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

Nays: None

MOTION PASSES

2021-93 REMOVED FROM CONSENT AGENDA:

E. <u>Ride Muskegon Operating Agreement</u> City Manager

SUMMARY OF REQUEST: City staff has developed an operating agreement with Ride Muskegon, LLC to operate a scooter rental business in the City. The business will utilize a cellular phone application to unlock electric scooters for customers to access. Scooters will have designated pick up and drop off locations, and will not be permitted to be abandoned in non-approved areas.

Staff is recommending approval of the operating agreement. Ride Muskegon, LLC is locally owned and operated. To our knowledge, Ride Muskegon, LLC is the only such company located in the city limits. The operating agreement ensures that Ride Muskegon, LLC and its customers follow the rules and regulations as assigned by the City of Muskegon, and also ensures that the City of Muskegon will not rent similar space to new competitor companies during the operating period.

STAFF RECOMMENDAITON: Approve the operating agreement and authorize the City Manager to sign.

Motion by Commissioner Emory, second by Commissioner Rinsema-Sybenga, to approve the operating agreement and authorize the City Manager to sign.

Motion by Commissioner Emory, second by Commissioner German, to amend the motion and remove “sidewalk” from G & H under the recitals in the agreement.

Motion by Commissioner Ramsey, second by Commissioner Johnson, to table this item.

ROLL VOTE: Ayes: Ramsey, Rinsema-Sybenga, Emory, and Johnson

Nays: Gawron, Hood, and German

MOTION PASSES

2021-94 NEW BUSINESS:

A. <u>West Urban Properties PILOT Agreement Progress Report and Phase II Authorization</u> City Manager

SUMMARY OF REQUEST: Dave Dusendang with West Urban Properties has prepared a progress report on the first phase of the City's PILOT rental unit development agreement with his firm. He is requesting authorization to proceed with the second phase of the agreement, which includes 25 additional rental units.

Mr. Dusendang has prepared a report that illustrates the current construction progress, lease-up status, and percent of Muskegon County AMI each unit's occupier represents. For the sake of privacy, the incomes are anonymized and the addresses are not printed with the associated household. West Urban is proposing to continue the arrangement as described in the original agreement by proceeding with 25 additional builds on pre-approved city owned lots.

STAFF RECOMMENDATION: To authorize West Urban Properties to proceed with construction of an additional 25 housing units on pre-approved city owned lots pursuant to the PILOT agreement.

Motion by Commissioner Rinsema-Sybenga, second by Commissioner German, to authorize West Urban Properties to proceed with construction of an additional 25 housing units on pre-approved city owned lots pursuant to the PILOT Agreement.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Ramsey had requested an update on the Watermark. An update was provided by Jake Eckholm.

PUBLIC COMMENT ON NON-AGENDA ITEMS: Public Comments were received.

ADJOURNMENT: The City Commission meeting adjourned at 7:00 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC – City Clerk

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 10/26/21	Title: Adelaide Pointe Development Agreement
Submitted By: Jake Eckholm	Department: Development Services

Brief Summary: The team has been working with the developer at Adelaide Pointe to negotiate mutually favorable terms on a development agreement that will stipulate funding and incentives for the project. The final draft attached is mutually agreed upon by staff and Ryan Leestma, the project's owner and developer.

Detailed Summary: The structure of this development agreement is quite different than other recent projects due to the large amount of new public infrastructure that is required to build out the project. We would essentially be funding the roads, water, sewer, boat ramp/lift well and other public amenities for a whole new district of the Nims neighborhood and an extension/connection of downtown to the lakefront. Tonight staff will give one final walkthrough of the city and developers obligations pursuant to this agreement, and take final questions before the recommended ratification of the document.

Amount Requested: Bond Issue for Public Infrastructure estimated at $10,000,000	Amount Budgeted: To be completed no later than fiscal 22/23
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Motion to accept the development agreement as presented, and authorize the mayor and clerk to sign.

For City Clerk Use Only:

Commission Action:

Development Agreement

ADELAIDE POINTE

THIS DEVELOPMENT AGREEMENT ("Agreement") is made October 26, 2021 ("Effective Date") between the **City of Muskegon**, a Michigan Municipal Corporation ("City"), with an address of 933 Terrace St., Muskegon, MI 49440, and **Adelaide Pointe Qozb, LLC** ("APQ"), with an address of 1204 W. Western Avenue, Muskegon, MI 49441. City and APQ are at times referred to as a "Party" or together as "Parties".

Background

APQ owns approximately 30 acres of waterfront brownfield property which is located at the west end of West Western Avenue within the City of Muskegon and legally described and depicted on **Exhibit A** ("APQ Property").

The City owns certain property adjacent to, and to the east of, the APQ Property which the City has previously used for public small boat slip rentals and related activities and legally described and depicted on **Exhibit B** ("City Property"). The APQ Property and the City Property may be collectively referred to as the "Property".

APQ intends to develop the Property for mixed uses including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas ("Development"). The specific improvements to be included in the Development will be defined in this Agreement and the Planned Unit Development Agreement ("PUD") to be submitted to the City ("Development Agreements").

The Parties agree as follows:

1. **Background.** The Parties agree the Background paragraphs are true and correct and are incorporated into the body of this Agreement.

2. **APQ Obligations.** APQ will develop both the APQ Property and the City Property as a mixed-use development including boat storage, boat dockage, in-out boat service, marinas, residential condominiums, commercial uses, and open space and recreational areas in accordance with the plans and specifications attached to this Agreement as **Exhibit C** and in the PUD ("APQ Improvements"). To the extent the plans and specifications in the PUD differ from the plans and specifications attached to this Agreement, this Agreement shall control.

3. **Schedule for APQ Obligations.** The schedule for construction of the APQ Improvements is set forth on **Exhibit D.** (Schedule of milestones, improvements and costs)

   A summary of the schedule follows:

   a. 2021 Repair existing buildings and improve site ("Milestone A");
   b. 2022 Clear and improve municipal peninsula (east of small boat basin) and both APQ peninsulas. Expand size of small boat basin as depicted on Exhibit C and install an in/out dock. Improve small boat basin, including removal of the existing rest room facilities and construct new rest room facilities, implement dry rack boat storage; ("Milestone B");
   c. 2023 Construct the new marina, including public transient dock ("Milestone C");

d. 2023 Construct the multi-use building ("Milestone D");
e. 2025 Construct Condominium Building #1 with 50 residential living units ("Milestone E");
f. 2026 Construct Condominium Building #2 with 50 residential living units ("Milestone F");
g. 2027 Construct Condominium Building #3 with 50 residential living units ("Milestone G");
h. 2028 Construct Condominium Building #4 with 50 residential living units ("Milestone H");
i. 2029 Construct Condominium Building #5 with 50 residential living units ("Milestone I"); and,
j. 2030 Construct Condominium Building #6 with 50 residential living units ("Milestone J").

To the extent that the construction of any building requires the relocation of the bike trail, APQ shall cover the cost of the trail relocation and installing additional landscaping. City and APQ shall cooperate in working with the State of Michigan in the conversion of the bike trail from its current location to the new location, if moved. City has no objection to the public crossing the bike path, provided APQ provides a safe crossing area.

4. **Peninsulas.** APQ shall provide the City a public access easement to the APQ peninsulas as long as the City provides to APQ exclusive full access and management of the lift well, boat ramp and in/out dock, subject to approval of the State of Michigan. APQ shall have naming rights for the APQ peninsulas that are part of the Project**.** APQ shall have the right to manage the APQ peninsulas and schedule events to take place there and charge normal use fees for that service consistent with other venues, subject a reservation policy mutually agreeable the City and APQ. The City shall allow APQ to construct improvements on the peninsulas owned by the City and fill submerged land as necessary to complete improvements. The cost of improvement made by APQ on the APQ peninsula and the City peninsula shall not be less than $1,200,000.

5. **City Obligations.** The City will design and construct street improvements, watermain improvements, and sanitary sewer improvements, lift well in small boat basin, heavy-duty triple axle trailer ramp, sidewalks, landscaping, and improvements on surrounding areas, some of which are owned by the City or APQ for the benefit APQ and the City. The public improvements shall be constructed in accordance with the plans and specifications attached as **Exhibit E** ("Public Improvements"). In addition, the City agrees to coordinate the design and installation of the other utilities, including gas, telephone, cable and internet ("Other Utilities"). The Other Utilities shall be built within proposed public right-of-way or public utility easements. APQ agrees to grant such easements as are necessary to construct the Other Utilities. The City will be responsible for the construction, and installation of the Public Improvements together with construction engineering costs, in connection therewith. The City will coordinate the installation of the Other Utilities.

6. **Schedule for City Obligations.**

a. *Phased Development*. APQ and City acknowledge the Public Improvements cannot be constructed simultaneously. The City may need to decide that certain of the planned Public Improvements may need to be delayed or not made. The construction of the planned Public Improvements shall be constructed in accordance with the schedule attached to this Agreement as **Exhibit F** (Schedule of milestones, improvements and costs) and phased as follows:

i. The initial phase shall be the City's construction of, either by City personnel or contractors, watermain improvements, storm sewer improvements and sanitary sewer improvements at the west end of Western Avenue and on the Property.

ii. The second phase of development shall be construction of roads, curbs and sidewalks, landscaping, lift well and heavy-duty triple axle trailer ramp located in the small boat basin.

b. *Reservation of City.* City shall have no obligation to construct any of the Public Improvements until the City, in its sole discretion, is satisfied that funds are available to pay the City, or its contractors, for any of the work to be performed. In the event City has not made the determination that it is satisfied that such funds are available by December 31, 2023, this Agreement automatically terminates.

Funding for Public Improvements.

c. *Public Grants and Loans*. APQ has applied for, or is anticipating applying for, state and federal grants and loans. The City agrees to cooperate with, and as required by the relevant programs, to apply for such grants, loans or incentives as reasonably requested by APQ. More specifically, APQ is anticipating the following grants and government loans:

i. Boating Infrastructure Grant.
ii. U.S. Department of Fish and Wildlife BIG Grant.
iii. EGLE Loan.
iv. EGLE Grant.
v. State of Michigan MEDC Grant.
vi. State of Michigan Brownfield.

All proceeds from public grants or loans received by APQ for which the City was the applicant or proceeds are specifically allocated for the cost of construction of Public Improvements, shall be paid to City upon receipt until such time as the cost of Public Improvements is paid in full.

d. *Brownfield Tax Increment Financing*. APQ has submitted to the City of Muskegon Brownfield Redevelopment Authority, a Michigan public body corporate authority (the "Authority"), whose address is 933 Terrace Street, Muskegon, Michigan 49440 an amendment to the current brownfield plan. Pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381") the Authority adopted the brownfield plan amendment on October 12, 2021 (the "Brownfield Plan Amendment") to add the APQ Property.

i. The Property is included in the Brownfield Plan Amendment as an "eligible property" because it is a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("Part 201").

ii. Neither the City nor APQ is a liable party, under Part 201, for remediation of any existing contamination on the Property.

iii. APQ has and will continue to conduct Eligible Activities (as defined in Act 381) on the Property to address environmental and other brownfield conditions, in a collaborative effort to position the Property for redevelopment. Actual expenditures by the Parties to undertake eligible environmental activities on the Property are estimated to be $35 million dollars not including interest. Eligible demolition and site preparation costs incurred by these same parties is estimated to exceed \$13 million dollars. These efforts are aimed at facilitating the redevelopment of the Property as a transformational mixed-use project, including residential and various commercial uses (the "Project").

iv. The Project will include demolition activities, performance of baseline environmental assessment activities, due care and other environmental response activities, site preparation activities, demolition activities, construction of infrastructure improvements, Brownfield Plan Amendment and work plan preparation, contingency, interest and other Eligible Activities, all as described in the Brownfield Plan Amendment and eligible for reimbursement under Act 381.

v. The cost of Eligible Activities may be incurred by the City and APQ, The total cost of the Eligible Activities in the Brownfield Plan Amendment, including contingencies, is estimated to be \$35 million dollars (the "Total Eligible Brownfield TIF Costs"). To accommodate the lapse in time from when costs of Eligible Activities are incurred to when tax increment revenues become available for reimbursement of those costs, interest at the rate of 5% per annum is also included in the Brownfield Plan Amendment in the estimated total amount of \$28million dollars (collectively, the interest plus the costs of Eligible Activities are referred to as the "Total Eligible Brownfield TIF Costs").

vi. The Eligible Activities will facilitate redevelopment of the Property which will improve the environmental and aesthetic condition of the Property, increase employment within the City, increase tax base within the City, and otherwise enhance the economic vitality, environmental health and quality of life in the City.

vii. Act 381 permits the Authority to capture and use the school tax (where applicable) and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the "eligible property" (the "Brownfield TIF Revenue").

viii. In accordance with Act 381, the parties desire to establish a procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the City and APQ for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

ix. During the Term (defined below) of this Agreement, and except as set forth in Paragraph 3 below, the Authority shall reimburse the City and APQ for the cost of Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property in accordance with the Brownfield Plan Amendment. The amount reimbursed to the City and APQ for the Eligible Activities shall not exceed the lesser of (a) the cost of Eligible Activities incurred by the Property Owner plus interest, or (b) the Total Eligible Brownfield TIF Costs plus interest. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the City and APQ for the cost of Eligible Activities incurred by the Parties until the earlier of the Parties being fully reimbursed or December 31, 2056 ("Term"). If the Term ends before the full reimbursement of all Total Eligible Brownfield TIF Costs, the last reimbursement payment by the Authority shall be the summer and winter tax increment collected during the final year of this Agreement.

x. Reimbursement payments shall be made on a semi-annual basis as incremental local and school taxes are captured and available.

xi. During the term of this Agreement, the Authority shall capture all approved and authorized Brownfield TIF Revenue from the Property and use those revenues as provided in this Agreement.

xii. Reimbursement Process.

1. The City and APQ shall periodically each jointly submit to the Authority a "Request for Cost Reimbursement" of Eligible Activities paid for by the City and APQ during the term of this Agreement. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan Amendment. The City and APQ must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

2. Within forty-five (45) days after receiving a Request for Cost Reimbursement, the Authority shall pay to the City and APQ the amounts for which submissions have been made pursuant to this Agreement from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Property.

   Until the City is fully reimbursed for all of the cost of Eligible Activities incurred by the City as listed in the approved Brownfield Plan Amendment, including the cost of the lift well and improvements on and under Western Avenue, all Brownfield TIF Revenue captured for Eligible Activities shall be paid to the City and no one else. Once the City is fully reimbursed for the costs it incurred for Eligible Activities on the Property as listed in the approved Brownfield Amendment, 100% of all Brownfield TIF Revenue captured shall be paid to any other party which has incurred Eligible Expenses, including APQ, until all Eligible Expenses have been fully reimbursed or until the end of the Term, whichever first occurs.

3. All requests for Cost reimbursement submitted by APQ in connection with this Agreement and the Brownfield Reimbursement Agreement between City, APQ, and the City of Muskegon Brownfield Redevelopment Authority, see attached Exhibit M, and all requests for cost reimbursement submitted by future owners of all or a portion of the APQ Property pursuant to a separate Development and Reimbursement Agreement(s), shall be reimbursed in the order in

which they are received by the City of Muskegon Brownfield Redevelopment Authority from the portion of the Brownfield TIF revenue, excluding the portion to be paid to City, as described above.

4. The Parties shall cooperate with the Authority's review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its review period.

5. All or any portion of any Request for Cost Reimbursement that is not paid within 45 days after receipt by the Authority shall accrue simple interest at the rate of five percent (5%) per annum from the date the Request for Cost Reimbursement is submitted to the Authority for payment until the earlier of the date of full reimbursement, including interest. The payment of interest shall be subject to the following limitations (i) to the extent there is not sufficient Brownfield TIF Revenue captured and collected in a fiscal year and permitted to be used to pay interest accruing in such fiscal year, any unpaid interest shall not be paid, but shall carry over to the next fiscal year, (ii) interest carried over to subsequent fiscal years shall not accrue interest (i.e., no interest on interest), and (iii) interest on School Taxes captured shall only be payable to the extent permitted by the Michigan Strategic Fund ("MSF") and/or the Michigan Department of Environmental Quality ("MDEQ").

6. The Authority shall have no obligation to reimburse the City or any other entity for Eligible Costs or interest from Brownfield TIF Revenue captured after 35 years after the date of the adoption of the Development and Reimbursement Agreement.

xiii. <u>Allocation of Base Value and Priority of Reimbursements</u>.

1. The initial taxable value of the Property as of the date of this Agreement is $903,810, as set forth in the Brownfield Plan Amendment ("Base Value"). If the Property is divided into two or more separate taxable parcels in connection with the development of the Project, the Base Value shall be allocated to each resulting parcel based upon the relative number of square feet of each parcel. The Base Value allocated to a separate undeveloped parcel in this manner shall be the base value of that parcel for purposes of calculating Brownfield TIF Revenue, regardless of when any Development and Reimbursement Agreement is entered into in connection with the redevelopment of that parcel. Brownfield TIF Revenue generated from any separate parcel divided from the Property after the date of this Agreement shall be available for reimbursement of the Authority's Administrative Fee and payment of all requests for cost reimbursement submitted by owners of all or any portion of the Property.

2. Notwithstanding any provision in this Agreement to the contrary, the Authority's annual TIF Management Administrative Fee, as described in the Brownfield Plan Amendment, shall be paid to the Authority each year to the extent that Brownfield TIF Revenue has been captured and collected during that year, prior to the payment of any Request for Cost Reimbursement.

xiv. Adjustments.

1. Until the cost of eligible activities is fully reimbursed to the City, APQ agrees to waive any appeal of any tax assessment or reassessment of any portion of the Property; *provided, however,* that this waiver shall not be binding on any person or entity who acquires title to all or any portion of the Property after the date of this Agreement.

2. If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason the Authority is required to reimburse any Brownfield TIF Revenue previously paid to the City, APQ or any future owner to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the City and APQ. If all amounts due the City and APQ under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or APQ, the Authority shall invoice the City and APQ for the amount of such reimbursement and the City and APQ shall pay the Authority such invoiced amount within 45 days of receipt of the invoice. Amounts invoiced and paid to the Authority by the City or APQ pursuant to this Section shall be reinstated as Eligible Activities for which the City and APQ shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

xv. Legislative Authorization.

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

e. *Special Assessment.*

i. Design and Construction of Interior Roads and Utilities. The City agrees to design and construct Public Improvements and coordinate the installation of the Other Utilities.

ii. Excess Cost and Special Assessment. APQ agrees that the Property shall be subject to a special assessment ("Special Assessment") in the amount of $1,000,000 to the extent any amount of the cost of design, permitting, construction and installation of the Public Improvements and Other Utilities is unpaid after July 1, 2026. APQ consents to the Special Assessment and agrees to execute the Consent to Special Assessment attached as **Exhibit G**. City agrees to discharge the Special Assessment upon completion by APQ of all of the following improvements:

1. 275 Slip Marina and all associated infrastructure;
2. Multi-purpose building as depicted on the approved site plan; and,
3. First of the 50 Unit Condominium Buildings depicted on the site plan

7. **Cooperation During Development.** The Parties shall cooperate during the Project in accordance with the Cooperative Development and Use Agreement attached as **Exhibit I**.

8. **Easement for Public Access.** Within 5 days of the date when the lift well is constructed, APQ shall grant to the City the easement in accordance with the Easement attached as **Exhibit J**.

9. **Ground Lease.** Contemporaneously with the execution of this Agreement, the Parties shall execute the ground lease in accordance with the Ground Lease attached as **Exhibit K**.

10. **Management.** City agrees that APQ will be the on-site manager for the Travel lift/forklift, lift well and in/out dock and will maintain all Property at its sole expense for a period of 30 years unless sooner terminated by APQ. APQ may charge use fees in an amount comparable to fees charged by other marina for similar services.

11. **State and Federal Liens.** APQ acknowledges that the City Property is subject to the state and federal liens as set forth on **Exhibit L** ("Government Liens"). APQ understands that the Government Liens have restrictions and limitations on development and that some liens may be perpetual. APQ has reviewed each Government Lien and is entering into this Agreement with full knowledge of each Government Lien, the restrictions and limitations imposed on development of the City Property and the duration of each Government Lien.

12. **Limitations of Development on City Property subject to Government Liens.** It is the understanding of the Parties after meeting with DNR:

    a. The DNR will permit the restroom facility to be moved so long as a replacement restroom is built on the City Property.

    b. The bike trail can be moved to the extent the new location is of comparable size and quality.

    c. The small boat basin may be re-purposed so long as APQ provides the same or better public access to Muskegon Lake.

13. **Third Party Consents.** The Parties recognize that the development of the Project will require the consent of approval of third parties including:

    a. Michigan Department of Environment, Great Lakes & Energy;
    b. Michigan Department of Natural Resources;
    c. Holder of the conservation easement on the APQ Property; and,
    d. Muskegon County Drain Commissioner.

In the event a consent or approval cannot be timely obtained, the Parties shall work together to find a mutually agreeable solution.

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

To: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: City Manager

w/copy to:

Parmenter O'Toole
601 Terrace Street
Muskegon, Michigan 49440
Attn: City Attorney

To: APQ
1204 W. Western Ave.
Muskegon, MI 49440
Attn: Ryan Leestma

w/copy to:

Jaffe, Raitt Heuer & Weiss, P.C.
27777 Franklin Rd. Suite 2500
Southfield, Michigan 48034
Attn: Kenneth J. Clarkson

15. **Recording.** This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.

16. **Force Majeure.** Notwithstanding anything herein to the contrary, if due to a Force Majeure Event (defined below), APQ and/or City is prevented from timely performing under this Agreement or any third-party providing services or required information in connection with this Agreement (e.g.: lender, appraiser, title company, surveyor, environmental consultants, governmental jurisdictions, etc.) closes its offices, suspends operations or otherwise prevents APQ and/or the City from timely performing under the Agreement as originally contemplated, then the applicable outstanding dates, deadlines or time periods herein, shall each be extended for the duration of the Force Majeure Event and shall resume on such date that APQ and the City, as applicable, are once again able to perform their obligations under this Agreement. To invoke the tolling of time periods as set forth herein for a Force Majeure Event, the applicable party must send written notice to the other party specifying the reason for invocation and the date on which the tolling of time begins and a subsequent notice shall be delivered to confirm the date the Force Majeure Event ended. The term "Force Majeure Event" as used herein shall mean the following: Act of God; strike, lockout, or other labor or industrial disturbance; war; blockade; public riot; fire; storm; flood; explosion; or other delay caused by unforeseeable circumstances beyond the reasonable control of APQ or the City as applicable, including widespread sickness (including sickness causing quarantine and other "stay at home" or "shelter in place" orders, and including, but not limited to, the Coronavirus Disease 2019.

17. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Miscellaneous.** This Agreement may be amended or modified only by the written agreement of APQ and City. Each exhibit attached to this Agreement is incorporated and made a part of this Agreement as though more fully set forth in this Agreement. If the deadline for performing any act would otherwise fall on a weekend day or a holiday, such deadline shall automatically be extended to the next succeeding business day. This Agreement shall be interpreted under and governed by the laws of the State of Michigan. All representations and warranties made in this Agreement by APQ and City shall survive the termination of this Agreement for a period of one year.

19. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Electronically imaged signatures may be used in place of original signatures on this Agreement. APQ and City intend to be bound by the signatures on the electronically imaged document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

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

21. **Assignment or Delegation.** Neither party shall assign or delegate all or any portion of its rights or obligations contained in this Agreement without the express or prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

22. **Estoppel.** If requested by APQ, City will provide an estoppel certificate to such party as requested by APQ which certificate shall provide, if true, that the Development Agreement and the exhibits represent the entire agreement between APQ and City and that no defaults exist under the Development Agreement and no events have occurred that would, with notice or the expiration of a period of time, constitute a default.

[Signatures appear on following two pages.]

[City Signature Page 1 to Development Agreement]

The foregoing Development Agreement is accepted and agreed to.

CITY:

CITY OF MUSKEGON,
a municipal corporation

BY_________________________

Name: Stephen J. Gawron
Title: Mayor
Date: _____________________, 2021

BY: _________________________

Name: Ann Meisch
Title: Clerk
Date: _____________________, 2021

[APQ Signature Page 2 to Development Agreement]

The foregoing Development Agreement is accepted and agreed to.

APQ:

ADELAIDE POINTE QOZB, LLC,
A Michigan limited liability company

By_______________________________
Name:___________________________
Title:____________________________
Date: ____________________, 2021

Exhibit A

APQ Property Legal Description and Survey
(Available upon Request by City)

Exhibit B

City Property Legal Description and Survey
(Available upon Request by APQ)

Exhibit C

APQ Plans and Specifications

Exhibit D

Intentionally Omitted

Exhibit E

City Plans and Specifications

To be attached at a later date.

Exhibit F

Intentionally Omitted

Exhibit G

APQ Consent to Special Assessment

To be attached at a later date

Exhibit H

Intentionally Omitted

Exhibit I

Cooperative Development and Use Agreement

Exhibit J

Easement for Public Access

Exhibit K

Ground Lease

<u>Exhibit L</u>

Government Liens

To be attached at a later date

Exhibit M

Brownfield Reimbursement Agreement

Exhibit N

Intentionally Omitted

BROWNFIELD REIMBURSEMENT AGREEMENT

This BROWNFIELD REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on October, ______ 2021, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**Authority**"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**City**"), and Adelaide Pointe QOZB, LLC, a Michigan limited liability company whose address is 1204 West Western Avenue, Muskegon, Michigan 49441 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("**Act 381**"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "**Plan**"). The Plan was amended on October ___, 2021 (the "**Amendment**," and, together with the Plan, the "**Brownfield Plan**" - See Exhibit A) to identify a new marina, boat storage, commercial/residential redevelopment project proposed by Developer and the City.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to develop approximately 35 acres of land located at 1148 & 1204 West Western Avenue in Muskegon, Michigan (collectively, the "**Developer Property**").

C. The Brownfield Plan also includes specific eligible activities associated with the City's plan to make improvements to the public infrastructure associated with the development.

D. The Developer owns the Developer Property, which is included in the Brownfield Plan as an "eligible property" because it was determined to be a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act ("**Part 201**"), or adjacent and contiguous to an "eligible property." Neither the City, the Authority nor APQ is a liable party, under Part 201, for remediation of any existing contamination on the Developer Property.

E. The Developer intends to conduct eligible activities on the Developer Property including revitalizing existing site structures for boat storage, business offices, and lease space (approx. 218,000 sf); creation of a new 280 slip marina and construction of a three-story, mixed-use building with ground level retail and office space, a second- floor restaurant, and third floor deck area (approx. 7,500 sf); 50 boat condos (totaling approx. 250,000 gross sf); and 250 - 300 residential condo units (averaging approx. 1,500 sf each) within a six building footprint (the "**Project**"), including department specific activities, demolition, site preparation and infrastructure improvement activities, a 15% contingency and brownfield plan/work plan preparation and development, as described in the Brownfield Plan, with an estimated cost of $54,166,757 (the "**Developer Eligible Activities**"). As part of the Project, the City also intends to conduct certain eligible public infrastructure improvement activities, as described in the Brownfield Plan, with an estimated cost of $12,608,621 (the "**City Eligible Activities**"). All of the Developer Eligible Activities and the City Eligible Activities (together, the "**Eligible Activities**") are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies, are $66,775,378 (the "**Total Eligible Brownfield TIF Costs**").

F. Act 381 permits the Authority to capture and use local and certain school property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 (the "**Brownfield TIF Revenue**") to pay or to reimburse the payment of Eligible Activities conducted on the "eligible property." The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities and the City for the City Eligible Activities incurred and approved for the Project.

G. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer and the City for completion of Eligible Activities on the Property in an amount not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source.

(a) During the Term (as defined below) of this Agreement, and except as set forth in paragraph 2 below, the Authority shall reimburse the Developer and City for the costs of their Eligible Activities conducted on or proximate to the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer and City, respectively, for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities and the City Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue to the City until such time as the City is paid in full for 100% of the City Eligible Expenses; and

(ii) At such time as the City is paid in full for 100% of the City Eligible Expenses, the Authority shall pay 100% of available Brownfield TIF Revenue to Developer to reimburse the cost of the remaining Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed.

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer and City for their Eligible Activities until the earlier of the City and Developer each being fully reimbursed or December 31, 2051, unless the commencement date of tax capture is extended pursuant to Act 381 in which case the date herein shall be commensurately extended for the same period. Unless otherwise prepaid by the Authority, payments to the City and Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

2. Developer Reimbursement Process.

(a) The Developer shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer and after the City is paid in full for 100% of the City Eligible Expenses, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the costs shally be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the Developer by registered or certified mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to the Developer's bank account. The Developer may change its address by providing written notice sent by registered or certified mail to the Authority.

3. City Reimbursement Process.

(a) The City shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for City Eligible Activities paid for by the City during the prior period. All costs for the City Eligible Activities must be consistent with the approved Brownfield Plan. The City must include documentation sufficient for the Authority to determine whether the costs incurred were for City Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for City Eligible Activities must note what City Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for City Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the City, until such time as the City is paid in full for 100% of the City Eligible Expenses, the Authority shall pay the City the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The City shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the City in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The City shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for City Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the City by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the City, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the City from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the City by registered or certified mail, addressed to the City at the address shown above, or by electronic funds transfer directly to the City's bank account. The City may change its address by providing written notice sent by registered or certified mail to the Authority.

4. Term of Agreement.

The Authority's obligation to reimburse the City and Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the City and Developer required under this Agreement have been made or December 31, 2056 unless extended as provided in paragraph 1b (the “Term”). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the City and Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Developer Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer and City. If all amounts due to the City and Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or Developer, the Authority shall invoice the Developer and City for the amount of such reimbursement and the Developer and City shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer and/or City pursuant to this paragraph shall be reinstated as Developer Eligible Activities and City Eligible Activities, respectively, for which the Developer and City shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

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

7. Notices.

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

8. Assignment; Collateral Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other parties, which shall not be unreasonably withheld, *provided, however*, the Developer and City may assign their interest in this Agreement to an affiliate, as defined below without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer or City, (b) owns or controls the Developer or City or (c) is under common ownership or control with the Developer or City. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties. Own, control and common ownership shall mean that not less than 80% of the ownership/control of the assignee is owned and controlled by Developer.

Developer and City may each make a collateral assignment of their share of the Brownfield TIF Revenue for project financing purposes, provided, until such time as the City is paid in full for 100% of the City Eligible Expenses, any collateral assignment of Brownfield TIF Revenue made by Developer shall be subordinate to the obligation of the Authority to pay the City. . Following the date the City is paid in full for 100% of the City Eligible Expenses and, completion of the development as prescribed in this Agreement and the Brownfield Plan, Developer may assign its rights to payment hereunder without the consent of the City or the Authority provided that the assigning party shall provide prompt notice of such assignment to the Authority at the address provided herein with a written assignment document that adequately confirms and provides for the assignment and confirms that assignor remains fully liable otherwise and releases the City and the Authority for liability for future payments.

9. Entire Agreement.

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

10. Non-Waiver.

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

11. Governing Law.

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

12. Dispute Resolution.

In the event a dispute shall arise as to the parties' respective rights, duties and obligations under this Agreement, or in the event of a claim of breach of the Agreement or Event of Default by any party, such disputes shall be exclusively resolved in Muskegon County Circuit Court unless otherwise mutually agreed by the parties.

13. Survival.

Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.

14. Recitals.

The recitals set forth above are incorporated by reference into the Agreement as if fully set forth therein.

15. Conflicts.

If a conflict arises between the terms of or definitions in this Agreement Act 381, Act 381 shall prevail and control. If a conflict arises between the terms of or definitions in this Agreement and the Brownfield Plan, this Agreement shall prevail and control. If a conflict arises between the terms of, or definitions in, this Agreement and the Development Agreement, the Development Agreement shall prevail and control. All capitalized terms in this Agreement shall have the meaning provided herein. If no definition is provided herein, the term shall be deemed to have the meaning provided in Part 201, Act 381 or the Development Agreement as applicable.

16. Interpretation.

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

17. Headings.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

18. Force Majeure.

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party so delayed and could not have been avoided by exercising reasonable diligence, which may include, for example, natural disaster or decrees of governmental bodies not the fault of the affected party(s). If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything reasonably possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party.

19. Miscellaneous.

This Agreement may not be amended, altered or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought. This Agreement and the exhibits to this Agreement contain all of the representations and statements by the parties to one another, and express the entire understanding between parties, with respect to the Brownfield Plan and Developer. All prior and contemporaneous communications between the City, the Authority and the Developer concerning the Brownfield Plan and the development not in a written agreement are merged in and replaced by this Agreement.

20. Counterparts.

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

[Signatures appear on following three pages.]

[City Signature Page 1 to Brownfield Reimbursement Agreement]

The foregoing Brownfield Reimbursement Agreement is accepted and agreed to.

CITY:

CITY OF MUSKEGON,
a Municipal corporation

By:________________________
Name: Stephen J. Gawron
Title: Mayor
Date: ____________________, 2021

By: ________________________
Name: Ann Meisch
Title: Clerk
Date: ____________________, 2021

[APQ Signature Page 2 to Brownfield Reimbursement Agreement]

The foregoing Brownfield Reimbursement is accepted and agreed to.

APQ:

ADELAIDE POINTE QOZB, LLC,
A Michigan limited liability company

By______________________________
Name:___________________________
Title:____________________________
Date: ____________________, 2021

The foregoing Brownfield Reimbursement is accepted and agreed to.

Authority:

CITY OF MUSKEGON BROWNFIELD
REDEVELOPMENT AUTHORITY

By_______________________________
Name:____________________________
Title:____________________________
Date: _____________________, 2021

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Michigrown - Consumption Event
Submitted By: Ann Meisch	Department: City Clerk
Brief Summary: Michigrown is planning a consumption event with music and entertainment at 331 W. Laketon from noon until 11 pm on June 4, 2022. The City Clerk's signature is required on the attestation for the event permit filed with the State of Michigan.	
Detailed Summary: This event was approved on July 27, 2021 and is being rescheduled. They do plan to provide live music at the event.	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To authorize the Clerk to sign the attached attestation and approve live music at the event contingent upon a meeting and approval with the special event staff.	
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: October 26, 2021	Title: Request to Purchase AED's "**Automated External Defibrillator's"**
Submitted By: Director Jeffrey Lewis	Department: Fire Department

Brief Summary:

Requesting the approval to purchase eight (8) AED's units to replace the current aging units.

Detailed Summary:

The Fire Department requests approval to purchase eight (8) AED's "Automated External Defibrillators." Currently, the fire department uses two different models of AED's. There are six (6) units we are no longer able to obtain batteries. Currently, we pay for the pads placed on a patient's chest at the cost of $99.00. Anytime the pads are opened or used, they must be replaced. Pro-Med now uses Zoll equipment and will provide replacement pads at no cost.
In August, the department received a grant for the purchase of a Zoll AutoPulse Resuscitation System. The Zoll AutoPulse and AED will interface with each other as one resuscitation system.
Zoll's offers a buyback program. Zoll will pay $1,350.00 for 11 AED units. The buyback credit applies to all AED models.

Amount Requested: $26,088.00	Amount Budgeted: $28,000.00
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion:

Authorize the fire department to purchase eight (8) AED's from Zoll Medical Corp. for the amount of $26,088.00

For City Clerk Use Only:

Commission Action:

MUSKEGON FIRE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

Date: 9/7/21 Employee: Hewartson

	Bidder #1	Bidder #2	Bidder #3
Vendor	**Zoll (preferred)**	**CPR Savers & First Aid**	**Cardio Partners**
Address	**269 Mill Rd. Chelmsfors, MA**	**7904 E. Chaparral Rd Scottsdale, AZ**	**Web site**
Telephone Number	**800-348-9011**	**800-480-1277**	
Fax Number			
Accept Mastercard	yes	yes	yes
Quoted By			

Description & Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
Zoll AED BLS Fire Package (8) units needed	**$2,920.00 each AED only**	**$23,360.00**	**$2,995.00 each AED only**	**$23,360.00**	**$3,235.00 each AED only**	**$25,880.00**
Case review Program (8) software licenses needed	**$509.85 each**	**$4,078.50**	**Not availible**		**Not available**	
AED Buy Back Life Pak 500, (6) units	**$100 credit for each AED, 6 units total for a $600.00 credit**		**Not available**		**Not available**	
AED Buy Back Life Pak 1000 (5) units	**$150 credit for each AED, 5 units total for a $750.00 credit**		**Not available**		**Not available**	
Total	**$27,438.80**		**$28,038.80**		**$29,958.80**	
Total with buy back credits	**$26,088.80**		**Not available**		**Not available**	
	10/20/21					

Bidder #1 approved by

* Approved / Reviewed by Mrvisor

ZOLL

TO: **Muskegon City Fire Department**
770 Terrace Street
Muskegon, MI 49440

Attn: **Mike Hewartson**

email: **Michael.hewaretson@shorelinecity.com**

Tel: 231-724-6792

ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 392711 V:1

DATE: August 06, 2021

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
1	8502-001103-01	ZOLL AED 3 BLS EMS/ FIRE Package. includes: Product Documentation, ZOLL AED 3 Battery Pack, Carry Case, CPR Stat padz, Pedi padz II. Six (6) year factory warranty.	8	$3,650.00	$2,920.00	$23,360.00	*
2	8400-110145	CaseReview Premium Subscription, AED3, 5 Year	8	$509.85	$509.85	$4,078.80	
3	7800-9923	**Physio LifePak 500BI Trade-In**	6		($100.00)	600 — ($200.00)	**
4	7800-0222	**Physio LifePak 1000 Trade-In**	~~6~~ 5		($150.00)	750-00 ~~($900.00)~~	**

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Benjamin Shachter
Territory Manager

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID UNTIL SEPTEMBER 30, 2021.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

ZOLL

TO: **Muskegon City Fire Department**
770 Terrace Street
Muskegon, MI 49440

Attn: **Mike Hewartson**

email: **Michael.hewaretson@shorelinecity.com**

Tel: 231-724-6792

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
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(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 392711 V:1

DATE: August 06, 2021

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		*Reflects Discount Pricing. **Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis. **Trade value guaranteed only through September 30, 2021. Line Item 2 will be governed by Terms & Conditions listed on http://www.zoll.com/SSTC. All other Items will be governed by Terms & Conditions listed on http://www.zoll.com/GTC				

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

TOTAL **$26,338.80**

26,088.80

Benjamin Shachter
Territory Manager

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL SEPTEMBER 30, 2021.
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ZOLL AED 3™ BLS

Technical Specifications

Enhanced Real CPR Help

The ZOLL AED 3™ BLS provides enhanced Real CPR Help®, which measures the actual depth and rate of each compression and displays it numerically on the CPR Dashboard™ feature. The CPR Dashboard also shows elapsed time, CPR cycle countdown, shocks delivered, and ECG. The Real CPR Help integrated, real-time CPR feedback tells and shows rescuers when they are administering high-quality CPR.

Integrated Pediatric Rescue

Pediatric rescue is made easier with ZOLL's unique CPR Uni-padz™ electrodes and a child-mode setting. Universal pad design provides rescuers with a single, confident solution to treat both adult and pediatric victims of SCA by using the same set of electrode pads and simply activating child mode. The CPR Dashboard displays numerical CPR depth, rate, and cycle time for additional guidance to the rescuer.

Low Total Cost of Ownership

Longer-lasting, 5-year battery and universal electrode pads reduce AED device maintenance requirements and cost. Less maintenance and one set of pads for adults and children can improve readiness while reducing the total cost of ownership.

Wi-Fi and USB Connectivity

The 2015 AHA Guidelines state that a "continuous quality improvement approach to CPR can dramatically improve CPR quality and optimize outcomes...CPR data collection, implementation of best practices, and continuous feedback on performance have been shown to be effective."[1] Using RescueNet® CaseReview, detailed rescue performance data can be exported quickly and easily via USB or transferred directly over Wi-Fi. Data on CPR rate, depth, release velocity, and compression fraction can easily be evaluated and used to improve future responder performance. ZOLL's connectivity also enables fast and easy distribution of event and ECG data to medical personnel.

[1]Kleinman ME, et al. *Circulation.* 2015; 132(suppl 2):S423.

ZOLL®

ZOLL AED 3 BLS Specifications

Defibrillator

Protocol: Semi-automatic

Waveform: ZOLL Rectilinear Biphasic™

Defibrillator Charge Hold Time: 30 seconds

Energy Selection: Factory preprogrammed selection (Adult: 120 J, 150 J, 200 J; Child: 50 J, 70 J, 85 J). User configurable.

Patient Safety: All patient connections are electrically isolated.

Charge Time: Less than 10 seconds with new battery

Pre-shock Pause: 8 seconds with new battery

Electrodes: ZOLL CPR Uni-padz

Self-test: User-configurable automatic self-test every day or every 7 days. Default: Every 7 days. Monthly full-energy test (200 J).

Automatic Self-test Checks: Battery capacity, status, and expiration; electrode connection and expiration; ECG and charge/discharge circuits; microprocessor hardware and software; CPR circuitry and pads sensor; audio circuitry

CPR Metronome Rate: Constant 105 (+/- 2) CPM

Depth Measurement: 1.9 cm to 10.2 cm; 0.75 in to 4 in

Defibrillation Advisory: Evaluates electrode connection and patient ECG to determine if defibrillation is required

Shockable Rhythms: Ventricular fibrillation with average amplitude >100 microvolts and wide complex ventricular tachycardia with rates greater than 150 BPM for adults, 200 BPM for pediatrics. For ECG analysis algorithm sensitivity and specificity, refer to the ZOLL AED 3 Administrator's Guide.

Patient Impedance Measurement Range: 10 ohms to 300 ohms

Defibrillator: Protected ECG circuitry

Display Format: High-resolution LCD with capacitive touch panel

Display Screen Size: 5.39 cm x 9.5 cm; 2.12 in x 3.74 in

Display Sweep Speed: 25 mm/sec

Display Viewing Speed: 3.84 seconds

Data Recording and Storage: User-configurable for 1 or 2 clinical events for total of 120 minutes. Includes ECG, impedance measurements, device prompts, and CPR data. With voice recording enabled, same data with synchronous audio added for total of 60 minutes.

Data Recovery: Controlled by touchscreen, uploaded to USB memory stick, or RescueNet CaseReview, over a Wi-Fi network

Internal Clock Synchronization: Coordinated Universal Time (UTC) synchronization occurs when communicating with the ZOLL Online server.

Device

Size: (H x W x D) 12.7 cm x 23.6 cm x 24.7 cm; 5.0 in x 9.3 in x 9.7 in

Weight: 2.5 kg; 5.5 lbs

Power: Lithium manganese dioxide battery pack

Wireless: 802.11 a/b/g/n

Security Protocols: WPA1, WPA 2, WPA Personal, WPA Enterprise

Port: USB 2.0

Audio Recording: User-configurable on/off (default=off)

Device Classification: Class III and internally powered per EN 60601-1

Design Standards: Meets applicable requirements of EN 60601-1, EN 60601-1-11, IEC 60601-2-4

Environmental

Operating Temperature: 0° to 50°C; 32° to 122°F

Storage Temperature: -30° to 70°C; -22° to 158°F

Humidity: 10% to 95% relative humidity, non-condensing

Vibration: IEC 60068-2-64, Random, Spectrum A.4, Table A.8, Cat. 3b; RTCA/DO-160G, Fixed Wing Aircraft, Section 8.6, Test Cat. H, Aircraft Zone 1 and 2 ; EN1789, Sweep per EN 60068-2-6 Test Fc

Shock: IEC 60068-2-27; 100G

Altitude: -381 m to 4,573 m; -1,250 to 15,000 ft

Particle and Water Ingress: IP55

Drop Test: 1 meter; 3.28 ft

Battery

Battery Capacity: Typical new battery running at an ambient temperature of +20° C to +25° C (68° F to 77° F) can provide 140 defibrillator discharges at maximum energy (200 joules), or 6 hours of continuous monitoring (with 2-minute CPR periods). *Note:* CPR periods shorter than 2 minutes can decrease the operating time that can be obtained from a new battery.

Type: Disposable, sealed lithium manganese dioxide

Battery Standby Life (once installed): 5 years with weekly self-test. Battery end of life indicated by blank status window (typical remaining shocks: 9).

Battery Shelf Life: Store for up to 2 years at 23°C (77°F) prior to installing in ZOLL AED 3 BLS to maintain battery life detailed above.

Temperature: 0°C to 50°C (32°F to 122°F)

Humidity: 10% to 95% (non-condensing)

Weight: 317.5 grams; 0.7 lbs

Size: (H x W x D) 27.75 mm x 133 mm x 88 mm; 1.0 in x 5.16 in x 3.5 in

Nominal Voltage: 12 volts

CPR Uni-padz

Shelf Life: 5 years

Conductive Gel: Polymer Hydrogel

Conductive Element: Tin

Packaging: Multilayer foil laminate pouch

Impedance Class: Low

Cable Length: 142 (+/-3.8) cm; 56 (+/- 1.5) in

Design Standards: Meets requirements of IEC 60601-2-4

AED 3 BLS Carry Bag

Size: (H x W x D) 29.2 cm x 27.4 cm x 17.8 cm; 11.5 in x 10.8 in x 7.0 in

Weight: 3.4 kg; 7.5 lbs (ZOLL AED 3 BLS with battery installed and CPR Uni-padz preconnected in carry bag)

Holds: AED 3 BLS with battery inserted and back-up set of CPR Uni-padz

The ZOLL CPR Dashboard provides real-time numerical feedback on CPR depth, rate, and cycle time.

Child mode, when activated, invokes the pediatric heart analysis algorithm and reduces energy delivered.

Wi-Fi and USB connectivity enable quick and easy access to event data.

CPR Uni-padz enable treatment for both adult and pediatric victims using the same set of electrode pads.

ZOLL Medical Corporation
Worldwide Headquarters
269 Mill Road
Chelmsford, MA 01824
978-421-9655
800-804-4356

For subsidiary addresses and fax numbers, as well as other global locations, please go to **www.zoll.com/contacts.**

Specifications subject to change without notice.

Printed in U.S.A. MCN PP 1711 0276

ZOLL

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Request to Purchase a Portable Fire Pump for the Fireboat
Submitted By: Director Jeffrey Lewis	Department: Fire Department

Brief Summary:

Requesting the approval to purchase one (1) portable fire pump.

Detailed Summary:

The Fire Department requests approval to purchase one (1) portable fire pump for the fireboat. The current fire pump (trash pump) is approx. 20 years old and it has become unreliable. Replacement parts have been difficult to obtain.

The Tohatsu pump will be approx. 9 pounds lighter, be able to pump more water for a longer period. The new pump is designed for the fire service and for firefighting.

Amount Requested: $9,199.00	Amount Budgeted: $10,000.00
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion:

Authorize the fire department to purchase the Tohatsu fire pump for the fire department fireboat for the amount of $9,675.00

For City Clerk Use Only:

Commission Action:

MUSKEGON FIRE DEPARTMENT
CITY OF MUSKEGON
TELEPHONE BID TABULATION FORM

Date: 9/7/21 Employee: Jason Hruskach

	Bidder #1	Bidder #2	Bidder #3
Vendor	**Feld Fire**	**Axemen Fire**	**Tohatsu (Perferred)**
Address	**Web Site**	**Web Site**	**Web site**
Telephone Number	**712-830-1315**	**406-210-9156**	**469-771-3740**
Fax Number			
Accept Mastercard			
Quoted By	**Matt**	**Web site info**	**Bobby**

Description & Quantity	Unit Price Total	Unit Price Total	Unit Price Total
Tohatsu portable fire pump for fire boat operations	**$9,675.00 plus shipping** **delivery 6 to 8 weeks**	**$ 12,098.34 plus shipping** **delivery 12 weeks**	**$8,999.00 plus $200 shipping** **October delivery**

Bidder #3 approved by

* Approved / Reviewed by Mixer

TOHATSU AMERICA CORP.

ORDER CONFIRMATION

09/07/2021

TAC Order # 547560-0

Dealer # 90020

Name City of Muskegon Fire

Address

PO #

Part #	Description	Qty	Unit Price	Ext. Price
VF53ASNA	Tohatsu Fire Pump	1	$8999.00	$8999.00
		SUB-TOTAL :		$8999.00
		TAX :		$0.00
		FREIGHT :		$200.00
		GRAND TOTAL :		$9199.00

Currency : USD

Note: This is an order confirmation for your records.
This is NOT AN INVOICE.

Medium flow

VF53AS

Hassle-free with "Auto-priming" system

Video Playback
Please check
"The performance of VF53AS"

Performance at Suction Height 3m

1200 Lit/min at 0.6MPa (6 Bar)

950 Lit/min at 0.8MPa (8 Bar)

700 Lit/min at 1.0MPa (10 Bar)

Priming Performance

2.0 sec at suction height 1 m

3.4 sec at suction height 3 m

6.2 sec at suction height 6 m

The priming work is linked with throttle work and water would be pulled when the throttle comes at certain position. No worry, it would be done before you can even blink.

- 4 stroke electronic fuel injection engine.
- Twin discharge outlets.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Local Officers Compensation Commission Recommendation
Submitted By: Ann Meisch	Department: City Clerk

Brief Summary: The City of Muskegon's Local Officers Compensation Commission met on October 18, 2021 and are recommending a salary increase of $500 for the Mayor ($8,100 to $8,600) and $400 for City Commissioners ($6,500 to $6,900). No increase was recommended for the travel budget.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To concur with the recommendation of the Local Officers Compensation Commission.

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

MUSKEGON

West Michigan's Shoreline City
www.shorelinecity.com

MEMORANDUM

TO: Ann Meisch, City Clerk

C: Mayor Gawron & City Commissioners
Ken Grant, Finance Director

From: Franklin J. Peterson, City Manager

Date: October 19, 2021

Re: Salaries for the Mayor and City Commissioners for Years 2022 and 2023

On Monday, October 18, 2021, the Local Officer's Compensation Commission (LOCC) met and voted that the salaries for both Mayor and City Commissioners be increased to $8,600 and $6,900 respectively. They determined the Training, Education and Travel budget will remain the same.

By ordinance, such salaries shall be effective 30 days following their filing with the City Clerk unless the City Commission, by resolution adopted by two-thirds of the City Commission members, rejects such salaries. In case of rejection, the existing salaries shall prevail.

A copy of the LOCC meeting minutes is attached

Bas/LOCC/LOCC 2021 TO CLERK & COMM 10182021

MINUTES OF THE
LOCAL OFFICER'S COMPENSATION COMMISSION MEETING
TUESDAY, OCTOBER 18, 2021

MEMBERS PRESENT: Greg Borgman, Paul Edbrooke, Dwayne Lang, Marty Ferriby, Todd Susterich

MEMBERS ABSENT: Michael Hughes, Samara McIntosh

STAFF PRESENT: Frank Peterson, Barb Shullenberger

I. Call Meeting to Order

The meeting was called to order at 4:05 p.m. by Dwayne Lang.

II. Election of New Chairperson

A motion was made to elect Paul Edbrooke as the new chairperson by Dwayne Lang and seconded by Greg Borgman and was unanimously approved.

III. Approval of Minutes of October 29, 2019

A motion was made to accept the October 29, 2019 minutes by Paul Edbrooke and seconded by Greg Borgman and was unanimously approved.

IV. Setting of Salaries for the Mayor and City Commissioners for 2022 and 2023

Frank Peterson answered commissions' questions regarding the Michigan Municipal League's list of salary information for Mayors and City Commission from cities in Michigan with comparable population, their current salaries and year of last increase.

Marty Ferriby noted that she had reviewed the 2021 salaries of comparable cities and felt that current salaries should be raised. The commission agreed.

After further discussion, it was decided that the salaries should be increased. Greg Borgman made a motion to raise the Mayor salary from $8,100 to $8,600 and the Commission salary from $6,500 to $6,900 and was seconded by Marty Ferriby. It was unanimously approved.

V. Training, Education and Travel Budget

The commission determined that the training, education and travel budget shall remain the same for 2022 and 2023.

VI. Adjourn

A motion was made by Dwayne Lange to adjourn the meeting and was seconded by Paul Edbrooke. The meeting adjourned at 4:24.

Respectfully submitted,

Franklin J. Peterson
City Manager

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: MiDeal with Staples
Submitted By: Kenneth Grant	Department: Finance

Brief Summary: Enter into a MiDeal Participation Agreement with Staples

Detailed Summary: Staples was selected by the State of Michigan for the MiDeal Participation Agreement. This agreement allows local units of government to get the same cost savings as the State of Michigan when ordering items thru Staples. The savings are on paper, office supplies, furniture, janitorial supplies, and other goods. The MiDeal Participation Agreement goes until May 31, 2022 plus two 1-year optional extensions.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To allow the Finance Director to enter into a MiDeal Participation Agreement with Staples.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Staples

MiDEAL Members Quick Facts

State of Michigan-Contract 190000000268
Office Supplies and Office Related Products

Lead Agency – State of Michigan – www.Michigan.gov/dtmb/
The Department of Technology, Management and Budget supports the business operations of state agencies through a variety of services, including building management and maintenance, information technology, centralized contracting and procurement, budget and financial management, space planning and leasing, construction management, motor vehicle fleet operations, and oversight of the state retirement systems.

Contract Term – Mar 1, 2019 – May 31, 2022 (3 years plus two 1 year optional extensions)
Total of 5 years available with optional extensions

Bidders –
Staples: Awarded 84 Technical Evaluation Points
Office Depot: Awarded 33 Technical Evaluation Points

Awarded Bidder - Staples Contract & Commercial LLC, operating as Staples

Eligible Customers/Agencies –

- Active MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals within the State of Michigan.
- A current list of MiDEAL members is available at www.michigan.gov/mideal/

Admin Fee Paid to the MiDEAL Members -

- For sales made to MiDeal Members, the administrative fee remitted to the MiDEAL members equals a half percent (.5%) of the total Net Sales made to MiDeal Members.
- The Contractor must remit the applicable administrative fee payments owed to the MiDeal Member by check payable directly to the MiDeal Member and mailed to their provided address.

Products Included - The Contractor will provide their organization's entire catalog of products and services as part of this contract. This will allow the State and Participating Agencies the opportunity to order a broad range of products and services, as appropriate for their needs.

Pricing Highlights (Excerpts: See Master Agreement for complete pricing details)

A. **Core/Hot List.** Net pricing on approximately 1,200 items established for the State and Participating Agencies.
   - Participating Agencies may modify or amend this list per their specific requirements and usage if deemed necessary to create their own "Hot Lists".

B. **Catalog/Discount Off List.** Approximately 24,000 will be net priced based on List Less discounts in 28 designated product categories. See Schedule B.2a for categories and discount percentages. Actual products and net pricing will be available online at staplesadvantage.com under the Participating Agency's NPPGov contract login.

C. **Core/ Manufacturer Direct Furniture.** MiDeal members or Participating Agencies may purchase furniture through Staples who will coordinate and order directly from the manufacturer at the discounts established in Schedule B, Worksheets B.3a and B.3b, resulting in an even greater savings.

D. **Non-Core Balance of Catalog.** Non-Core Balance of Catalog Items are those items that are not on the Schedule B but are available on Staplesadvantage.com.
   1) For those Non-Core Items that also appear on Staples.com, prices will be based on the current national Staples.com pricing exclusive of tier pricing, closeouts, promotions and/or specials, or items that are regionally sensitive.
   2) The prices for Non-Core Items that are not available for purchase on Staples.com but which appear on Staplesadvantage.com, will be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Contract Items.

E. **Quoted Products: Special Orders, Manufacturer Direct Furniture and Promotional and/or Bulk Purchases**. There may be additional services available which are associated with certain products, including, but not limited to: furniture, facilities or water/coffee dispensers, customized products etc. which at the option of the State or Participating Agency may be allowable for purchase or lease at the time of order/agreement. Customers will need to contact their Contractor Representative or the Customer Service Specialist in order to obtain a quote for these products and the costs for such products and/or services shall be established at the time of purchase.

   1) **Special Orders.** The Contractor will be able to quote, as need arises for office supply and office related items which are not available on Staples Business Advantage.com, or other products and services as otherwise mutually agreed. The State will not be required to purchase special order items if the item can be purchased at a lower price or within a better timeframe from elsewhere.

   2) **Manufacturer Direct (Furniture).** The Contractor will be able to quote for large scale furniture needs utilizing discounts off the then current manufacturer's list pricing, Manufacturer's published list prices can be made available upon request. These discounts are established in Schedule B, Worksheet B.3.

3) **Technology Products outside of StaplesAdvantage.com**. Prices for technology items provided to the Participating Agencies under the Staples technology ordering system referred to as Sequoia (or its successor) shall be priced at the then-current List Price and may be subject to discount. State of Michigan users are currently restricted from using this option.

4) **Promotional Purchases.** The Contractor may offer promotional products on contract margin relative to the order size. Contract margin is defined as meaning Contractors cost plus percentage. These prices are auditable, if necessary, from invoices sent to the Contractor. These Contact Margins for promotional products ordered on our Staples Promotional Product ordering system referred to as Linc (or its successor). State of Michigan users are currently restricted from using this option. Discounts are as identified below:

ORDER/ TRANSACTION SIZE	CONTRACT MARGIN
\$0 - \$999.99	28%
\$1,000 - \$4,999.99	26%
\$5,000- \$9,999.99	24%
\$10,000 +	22%

Delivery –

- Standard Delivery. Unless specified otherwise below, delivery is governed by Section 18, Delivery, in Standard Terms and Conditions. Prices are F.O.B. Destination, "within Government Premises with transportation charges prepaid by the Contractor on all orders.
  - Building/Loading dock. Delivery to a main loading dock, primarily for palletized and large bulk orders.
  - Desk top. Delivery to specific addresses, floors and locations on those floors.
  - Secured Facilities. Some deliveries will be made to Department of Correction facilities and drivers entering those facilities will have to have LEIN clearance prior to admittance. The clearance applications will be made available upon request.

- Additional freight charges may apply for special delivery, non-standard delivery, rush delivery, or special or custom order products which will be disclosed at the time of the quote and/or the placement of the order by the purchaser.
  - Common delivery exceptions that require a surcharge include, but are not limited to:
    a) Furniture unpacking or assembly
    b) Expedited deliveries
    c) Bulky or heavy items such as cases of water, soda, ice melt and chemicals
    d) Manufacturer direct or special orders
    e) Deliveries outside of the Contractor's standard distribution area, such as Alaska
    f) and Hawaii

Minimum Order Size - Minimum order size of **\$35.00** per order

Payment Terms –

- For Participating Agencies all undisputed invoice amounts are payable within 30 days of receipt or as negotiated

NPP & State of MI Websites
www.nppgov.com www.michigan.gov/dtmb/

Staples Website
www.staplesadvantage.com

This document is provided as a quick reference tool only.
Please refer to the Master Agreement for complete contract terms.

MiDEAL PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into this ____ day of ______________ 2021 (the "Effective Date") by and between Staples Contract and Commercial LLC, ("Staples") and ____________________________ (the "Participating Member").

1. The Participating Member is a registered MiDEAL member and is eligible to purchase products and services from Staples under the MiDEAL program as governed by the terms and conditions of the State of MI, Contract number 190000000268, entered into between Staples and The State of Michigan on March 1, 2019 ("Master Agreement"); and

2. Participating Member agrees to purchase from Staples, and Staples agrees to sell to Participating Member, various products and services as offered under the MiDEAL program in accordance with the terms and conditions of such Master Agreement and this Agreement.

3. This Agreement shall commence on the Effective Date and shall expire at midnight, May 31, 2022 (the "Term"), unless otherwise terminated or extended in accordance with the provisions of the Master Agreement or at such time the Participating Member ceases to be a registered MiDEAL member. In addition, either party may terminate this Agreement upon 30 days' prior written notice to the other party.

4. Prices for Products and Services are as specified in the Master Agreement and are subject to adjustment as set forth in the Master Agreement.

5. For sales made to Participating Members, the administrative fee remitted to the Participating Member equals a half percent (0.5%) of such MiDEAL Member's total Net Sales, as defined in the Master Agreement, made to the Participating Member or as amended in the Master Agreement.
   - The Contractor must remit the applicable administrative fee payments owed to the Participating Member by check payable directly to the Participating Member and mailed to their provided address.

   - Upon MiDEAL Member request, Contractor must submit an itemized purchasing activity report of the Participating Member purchases, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed or emailed to the Participating Member.

   - The administrative fee and purchasing activity report are due within 45 calendar days from the last day of annual period unless otherwise negotiated with the MiDEAL Member. Effective July 1, 2021, the annual period is July 1 through June 30.

6. Checks are to be mailed to the following recipient:

   Contact (Recipient) Name: ____

   Agency (Remit-to) Name: ____

   Address: ____

   City: ____ State: ______________

   Zip Code: ______________________

   Staples Advantage Account #: _______________________________

7. Defined terms used in this Agreement shall have the meaning ascribed to them under the Master Agreement unless otherwise defined herein. Except as modified by this Agreement, the terms and conditions of the Master Agreement shall apply to the sale of products and services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

STAPLES CONTRACT AND COMMERCIAL LLC		**PARTICPATING MIDEAL MEMBER**	
By:	______________________________	By:	______________________________
Date:	______________________________	Date:	______________________________
Name: Title:	______________________________	Name: Title:	______________________________
Address:	500 Staples Drive Framingham, MA 01702	Address:	______________________________ ______________________________

WATCH MUSKEGON

Agenda Item Review Form
Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Sale – 766 Leonard
Submitted By: Hope Griffith	Department: Economic Development

Brief Summary: City staff is seeking authorization to sell the city-owned home at 766 Leonard in Jackson Hill to DeMarko Thomas.

Detailed Summary: The city is constructing this single family detached home as part of our infill housing program. Our contract to construct two homes was for $425,000, and the estimated finished costs of this home will be $215,000. We also anticipated $12,900 in sales commissions. The accepted purchase price is $201,000, and the incurred sales commissions are $10,000. The City will not contribute funds toward closing costs outside of seller's agent commission. The proceeds of this home will repay a portion of the Priority Related Investment made by the Community Foundation for Muskegon County. The sale of the second home in this project should repay the remainder, and any additional funds will reimburse the Economic Development Fund for the $75,000 investment in the project.

Amount Requested: None at this time	Amount Budgeted: $0
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Authorize the Code Coordinator to complete the sale of 766 Leonard Street, as described in the purchase agreement and for the Mayor and Clerk to sign the deed.

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

Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐

For City Clerk Use Only:

Commission Action:

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS # ~~211096944~~ 21110286 Date: 10/15/2021101521 , ______ (time)

Selling Office At Home Realty , REALTOR® Phone 616-502-4541 , Fax ______ .

Listing Office Terri L Kitchen Realtor , REALTOR® Phone 231-760-9015 , Fax ______ .

1. Addendum # 101521 to Purchase Agreement dated 10/12/2021 covering property at 760 Leonard Avenue, Muskegon, MI 49442

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

Seller to add Central Air Conditioning at no additional cost

Address to be corrected to: 766 Leonard Ave, Muskegon, MI 49442
with the following legal description:
The EAST 14.98 FEET OF LOT 11 & 12 block 3, GUNNS SUBDIVISION OF PART OF BLOCK 2, CITY OF MUSKEGON, MUSKEGON COUNTY, MI

Tax Id: 6124405003000100

3. The ☐ Seller ☐ Buyer (check one) gives the above-named REALTOR® 1 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

Date ______ X DeMarko Thomas (dotloop verified 10/15/21 4:33 PM EDT HFOJ-KHFT-8NIM-MJ6P) Buyer

(Note: Please sign as you wish your name to appear on documents.)

Witness Mark Vriesman (dotloop verified 10/15/21 4:34 PM EDT UQYT-FX2H-2XQB-JZXG) X ______ Buyer

(Note: Please sign as you wish your name to appear on documents.)

5. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

Date ______ X ______ Seller

(Note: Please sign as you wish your name to appear on documents.)

Witness Terri L Kitchen (dotloop verified 10/19/21 3:55 PM EDT LBHE-7QKI-MFAY-L1JQ) X ______ Seller

(Note: Please sign as you wish your name to appear on documents.)

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

#__________

DATE: 10/12/2021, 5:00 (time) MLS # 21109694

SELLING OFFICE: At Home Realty BROKER LIC.#: ________ REALTOR® PHONE: 616-502-4541

LISTING OFFICE: Terri L Kitchen Realtor REALTOR® PHONE: 231-760-9015

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

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

   Primary Selling Agent Name: Mark Vriesman Email: mvriesman@homelakeshore.com Lic.#: 6501334535

   Alternate Selling Agent Name: ________ Email: ________ Lic.#: ________

3. **Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)
   ☐ Buyer has received the Seller's Disclosure Statement, dated ________. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.
   ☑ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: New Construction
   ☐ Seller is exempt from the requirements of the Seller Disclosure Act.

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

5. **Property Description:** Buyer offers to buy the property located in the ☑ City ☐ Village ☐ Township of Muskegon, County of Muskegon, Michigan, commonly known as (insert mailing address: street/city/state/zip code) 760 Leonard Avenue, Muskegon, MI 49442
   with the following legal description and tax parcel ID numbers:

   The East 29.77 Feet of Lot 10 AND THE WEST 25.11 FEET OF LOT 11 BLOCK 3 GUNNS SUBIVISION OF PART OF BLOCK 2 CITY OF MUSKEGON, MUSKEGON COUNTY

   PP# 6124405003001100.

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

6. **Purchase Price:** Buyer offers to buy the Property for the sum of $ 201,000
   two hundred one thousand U.S. Dollars

7. **Seller Concessions**, if any: none

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

   If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

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

   ☑ NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a FHA type 30\` (year) mortgage in the amount of 96.5 % of the Purchase Price bearing interest at a rate not to exceed best % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within 7 days after the Effective Date, not to impair Buyers' credit after the date such loan if offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed $ 0 representing repairs required as a condition of financing. Buyer ☑ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from

DT 10/12/21 6:44 PM EDT dotloop verified | Buyer's Initials
FJP 10/13/21 2:25 PM EDT dotloop verified | Seller's Initials

Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent. Exceptions: ______________________________

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

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

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

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

☐ OTHER: ______________________________
____
____

9. **Contingencies:** Buyer's obligation to consummate this transaction (check one):

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

☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of an existing sale or exchange of Buyer's property located at:
____
A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

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

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

but does not include:

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

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

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

☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

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

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

☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer____________(year);
☐ Buyer ☐ Seller will pay taxes billed winter____________(year);

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

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

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

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector, Seller will have tanks pumped, unless a qualified inspector determines, in writing, that pumping is not necessary.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

Public water and sewer

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

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

16. **Municipal Compliances:** Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

____

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

☐ Buyer or ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

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

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

Seller to provide existing if one is available

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

n/a

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than 11/19/2021 An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee**. Exceptions:

____

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

☑ At the completion of the closing of the sale.

☐ At __________ ☐a.m. ☐p.m. on the __________ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay Buyer $__________ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages $ 200 per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

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

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

____

23. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 4:00pm (time) on 10/13/2021 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of $ 1,000 shall be submitted to Chicago Title (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller object and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer and Seller. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

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

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

26. **Other Provisions:**

Current purchase price of $201,000 includes installation of dishwasher.

For clarification, this offer is on the Grey home that is closer to the corner.

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

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

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

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

Buyer 1 Address__________ X DeMarko Thomas (dotloop verified 10/12/21 6:44 PM EDT WHE4-GQ58-3IY1-BJYG) **Buyer**

Buyer 1 Phone: (Res.)________(Bus.)________ DeMarko Thomas

Print name as you want it to appear on documents.

Buyer 2 Address__________ X ________ **Buyer**

Buyer 2 Phone: (Res.)________(Bus.)________

Print name as you want it to appear on documents.

31. **Seller's Response:** The above offer is approved: X As written. ☐ As written except:

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

32. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated ________(check one): ☐Yes ☐No. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement prior to closing.

33. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. Buyer and Seller are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

34. **Listing Office Address:**________ Listing Broker License # ________

Listing Agent Name: Terri L. Kitchen Listing Agent License # 6504312334

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

X (Seller's Signature, Date, Time): Franklin J. Peterson (dotloop verified 10/13/21 2:25 PM EDT KDU3-1XLK-CXI6-XDNK)

Franklin J. Peterson

Print name as you want it to appear on documents. Is Seller a U.S. Citizen? X Yes ☐No*

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

Print name as you want it to appear on documents. Is Seller a U.S. Citizen? ☐Yes ☐No*

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

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

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

X (Buyer's Signature, Date, Time): DeMarko Thomas (dotloop verified 10/13/21 7:55 PM EDT VXMN-PEPR-5PJW-PCRR)

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

37. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

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

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

DT (10/12/21 6:44 PM EDT dotloop verified) ☐ Buyer's Initials FJP (10/13/21 2:25 PM EDT dotloop verified) ☐ Seller's Initials

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Contract for Critical Dune Enforcement
Submitted By: Mike Franzak	Department: Planning
Brief Summary: Prism Engineering has been the consultant for reviewing critical dune applications for the City since 2018, however, the company has recently disbanded. One of the consultants has started a new firm, Point Blue, LLC. Staff is recommending entering into the contract with Point Blue, LLC.	
Detailed Summary:	
Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):
Recommended Motion: To approve the services contract with Point Blue, LLC.	
Check if the following Departments need to approve the item first: Police Dept. ☐ Fire Dept. ☐ IT Dept. ☐ For City Clerk Use Only: Commission Action:	

Consulting Services Agreement

Project No.: B1310 **Date:** 10/19/2021

Project Title:
Critical Dune Area (CDA) Professional Permit Application Review and Recommendation Process

Property No.: N/A

Project Site: Properties/Projects located in a City of Muskegon Critical Dune Area

Client: City of Muskegon, 933 Terrace Street, Muskegon, Michigan 49443

Cost:

$ __________________ Time & Materials

$ __________________ Estimated Probable Cost

$ 950.00 Individual Project Base Fee

$ __________________ Not to Exceed

Project Scope:
As directed by and under the supervision of the Planning Director or designee, Point Blue, LLC shall provide the City of Muskegon (City) with CDA permit reviews and recommendations as needed and as described in the Point Blue proposal dated 12 October 2021.

Special Instructions (please initial below*):
Point Blue will act as a consultant to review and assist with permit processing, violations, enforcement, and in making recommendations. As such, Point Blue is offering its services on the City's behalf and represents that it has the skill, ability, and expertise to perform the services outlined in this proposal.

Point Blue will review three areas of permitting: 1) residential use, 2) commercial/industrial use, and projects associated with 3) City-owned properties. Under residential and commercial/industrial properties, permitting is typically for a new use or change in use. For City-owned properties, permitting is typically for either permit renewal (existing use), for a new use, or change in use.

Additional fees may be assessed for on-going compliance inspections at project completion for City-owned property renewals and/or commercial development(s) fees, and when asked to investigate residential or City property violations. Refer to Point Blue Standard Fee Schedule.

Payment Terms: __X__ Payable within 30 days of receipt of invoice

_____% Retainer due at project authorization with remaining balance due upon release of deliverable

_____ Other (specify) ____

***Initials:** _____ _____

Schedule: Upon written contract authorization and execution of contract by Point Blue, Point Blue shall be immediately available for City Critical Dune project review and recommendation.

CLIENT AUTHORIZATION:		**CONSULTANT ACCEPTANCE:**	
Authorized By:		Accepted By:	Gaye Blind, CNSP
Company Name:		Company Name:	Point Blue, LLC
Signature:		Signature:	
Title:		Title:	Natural Resources Specialist Lead
Date:		Date:	

Authorization of this Consulting Services Agreement or issuance of a Purchase Order includes acceptance of the scope of work and schedule, any attachments or reference material, the applicable cost, the payment terms noted above, and the Terms and Conditions on the next pages of this agreement. The project budget identified above is valid for 60 days from the date this contract was prepared.

Please Return to:

Point Blue, LLC
P.O. Box 304
St. Joseph, Michigan 49085
(269) 934-3737 www.pointblu.com

Terms and Conditions

WHEREAS, Client desires Consultant to perform the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, each party hereto represents that it is ready, willing, and able to undertake the responsibilities set forth in this Contract.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

1. Definitions: As used in this Contract, the following terms shall have the meanings hereinafter set forth:

A. **Contract** means this document, together with all documents attached hereto. The documents are intended to be construed consistently and as a whole and anything that is required by one document shall be deemed to be required by all.
B. **Fee Schedule** means Consultant's charges for professional services and reimbursable expenses, which may be updated from time to time by way of written correspondence to Client.
C. **Services** means those services to be performed by Consultant pursuant to the terms and conditions of this Contract.
D. **Site** means the Site upon which Services are to be performed as designated in the Proposal.
E. **Proposal** means a document that identifies the Client and the Site, describes or defines the proposed scope of Services, and includes as appropriate, cost estimates, plans, and drawings.

2. Services to be Performed: All Services performed under this Contract shall be determined by a Proposal. Consultant, as an independent contractor, shall furnish all necessary supervision, labor, materials, and equipment and shall perform the Services as defined in each Proposal. A Proposal, when accepted by Client, shall be binding upon the parties hereto, shall incorporate by reference all the terms and conditions of this Contract, and shall detail the scope of Services to be performed by Consultant. All Proposals shall be executed and dated by both Consultant and Client (or legal counsel acting on behalf of Client), and Consultant shall commence the Services as stipulated and agreed upon in the Proposal. All materials prepared become the property of the Client. Consultant may retain copies of such materials for its files.

If at any time during or after completion of the Services, Consultant is requested or required to participate in a deposition or other legal proceeding relating to the Services or the Site, Client shall reimburse Consultant for preparation for and participation in such deposition or legal proceeding based upon the normal hourly rates set forth in the Fee Schedule.

3. Term of Contract: This Contract shall become effective upon the execution of and continue in accordance with the schedule identified within the Proposal, and/or continue in full force and effect unless 30-day written notice of termination is given by either party.

4. Change Orders: Changes in the scope of Services under a Proposal, including increases and decreases therein, must be in writing and agreed upon and accepted by each party hereto.

5. Payment for Services: Client shall pay to Consultant as compensation for the Services the amounts set forth in the applicable Proposal. Upon request of the Client, the Consultant shall provide itemized billing in quarter hour intervals which specifically identify the identity of the person performing the Service and a detailed description of the work performed. At its sole discretion, Consultant may elect to progress invoice portions of the work performed at various intervals throughout the project for those projects expected to exceed 30 days in duration. Unless otherwise noted on the obverse of this document, within 15 days of the date Consultant's invoice is received by Client, Client shall pay the full amount of such invoice. Client shall pay an additional charge of 1-1/2% of the unpaid invoice per month, to the extent legally payable, for any payment made more than 15 days after the date of the invoice. If outstanding balances remain after the eightieth (80^{th}) day after the last date of services rendered, the Consultant may file a contractor's lien on the deed of record of the site at which services were performed. The amount of the lien shall include any outstanding balance(s), interest charges accrued from the date of invoice to the date of lien filing, and a one-hundred-dollar ($100.00) charge for lien preparation/filing charges.

6. Warranty:

A. Consultant warrants that the Services will be performed in a professional manner in accordance with sound consulting practices and procedures.
B. Consultant shall correct any defects in the Services that are not performed in accordance with the warranty in subparagraph A of this Paragraph 6, at no additional charge to Client. In addition, subject to the limitations set forth in Paragraph 8, Consultant shall reimburse Client for any damages arising directly out of Consultant's failure to comply with subparagraph A of this Paragraph 6.

7. Indemnification:

A. Except as set forth in subparagraph B of this Paragraph 7, Consultant shall indemnify and hold Client harmless from and against any and all liabilities, losses, damages, costs, and expenses Client hereafter may suffer in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property that arises from any negligent acts, errors, or omissions on the part of Consultant or its directors, officers, members, employees, agents, or subcontractors in the performance of the Services.
B. Anything in subparagraph A of this Paragraph 7 to the contrary notwithstanding, Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense results solely from an act of negligence or willful misconduct by Client or their directors, officers, employees, or agents.
C. Except as expressly set forth in subparagraph D of this Paragraph 7, Client shall indemnify and hold Consultant and its directors, officers, members, and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses which Consultant and its directors, officers, members, and employees may hereafter suffer in connection with any claim, action, right of action (at law or in equity) because of any injury (including death) or damage to person or property which arises out of: (i) Client's acts, operations, or responsibilities under this Contract; or (ii) the work of any third party obligated by Client to perform work at Site.
D. Anything in subparagraph C of this Paragraph 7 to the contrary notwithstanding, Client shall not be liable to the extent that any liability, loss, damage, cost, and expense described in this subparagraph results from an act of negligence or willful misconduct by Consultant or its directors, officers, members, employees, agents, or subcontractors.
E. Client shall have the right, if it so elects, to participate at its own expense in Consultant's defense of any claim or action referred to in subparagraph C of this Paragraph 7, but such participation shall not affect Client's liability for any judgement therein, or release Client from the indemnity therein provided.

8. Consultant's Liability:

A. Any claim pursuant to this Contract must be in writing and must set forth the facts upon which it is based.
B. Anything in Paragraphs 6 and 7 to the contrary notwithstanding, Consultant shall not be liable for damages resulting from cessation of Services under this Contract due to: (a) health and safety issues created by inherently unsafe conditions at the Site not created by Consultant, or (b) due to unsafe conditions created by other contractors performing Services at the Site where those contractors were not required to be supervised by Consultant.
C. Anything in subparagraph B of this Paragraph 8 to the contrary notwithstanding, Consultant shall be responsible for clearing all utilities in connection with its Services or Services performed under its supervision at the Site, but shall not be responsible for utility damage caused by mislocating or marking of utilities by others.
D. Consultant's liability shall be limited to the specific work performed and/or areas tested, as described in the Proposal.

9. Insurance: Consultant shall maintain the following insurance policies for the term of this Contract:

A. Professional and Pollution Liability (Error & Omissions) $2,000,000 aggregate.
B. General Liability $1,000,000 each occurrence, $2,000,000 general aggregate.

10. Materials and Equipment Handling and Retention: If services include transportation or disposal of materials from the Site, the Client recognizes and agrees that at no time will the Consultant assume or claim ownership, title, or responsibility of said material. Materials generated at the Site may include, but not be limited to, liquid or solid materials such as samples and cuttings, soil, groundwater, purge and decontamination water, any of which may contain substances or constituents which are hazardous or detrimental to human health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances. Consultant may evaluate or recommend possible disposal facilities for the Client's use and shall have the responsibility for assuring that the location for final disposal and the transporter of the materials are properly licensed to accept said materials. Client will sign all necessary generator profiles and manifests necessary for transportation and disposal. For the purpose of convenience to the Client only, Client may provide written authorization for Consultant to sign manifests on behalf of the Client as generator, but at no time will Consultant act as generator of said materials.

11. Force Majeure: Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

12. Confidentiality: Unless required by law, and, if required by law, only upon providing 14-day advance notice to Client, Consultant shall not disclose the substance of any report, test, or recommendation that it gives to Client in connection with the Services provided for in this Contract; and Consultant agrees to treat all maps, data, reports, and other information relating to the Services as proprietary and confidential.

13. Compliance with Law: Consultant, in performing the Services, shall comply with and shall require compliance by any of its subcontractors and all applicable statutes, regulations, or lawful orders of any governmental authority or agency. Client shall cooperate with Consultant in obtaining any permits or licenses required for the performance of the Services. Certain governmental entities have mandatory contaminate reporting requirements. Both parties shall cooperate with one another in complying with such laws.

14. Notices: Any notice to be given to either party hereunder shall be given by making the same by First Class U.S. Mail, postage prepaid.

15. Subcontracts: Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Contract. In the event Client directly hires any subcontractors to help Consultant in its performance of all or any part of the Services, Consultant is not obligated to supervise those subcontractors regarding those Services.

16. Entire Contract: This Contract and subsequently executed Proposals constitute the entire Contract between the parties with respect to the Services and supersedes all prior negotiations, representations, or contracts relating thereto, written, or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Contract shall be effective unless in writing executed by Client and Consultant. There are no third-party rights or benefits, either express or implied, under this Contract.

17. Governing Law: This Contract and the legal relations of the parties shall be governed by the laws of the State applicable to the Contracts and Proposals negotiated, executed, delivered, and fully performed in such State.

18. Counterparts: This Contract may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

19. Severability: The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

20. Alternative Dispute Resolution: If any dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to the first endeavor to settle the dispute in an amicable manner by non-binding mediation before the American Arbitration Association, or as otherwise agreed, before having recourse to a judicial forum. No written or oral representation made during any mediation shall be deemed a party admission.

21. Claims: In the event of any litigation involving this Contract to enforce any provision of this Contract, to enforce any remedy available upon default under this Contract, or to obtain a declaration of rights under this Contract, the prevailing party shall be entitled to recover from the other attorney's fees and costs as may be reasonably incurred by reason of the litigation. In addition, Client understands and agrees that, should collection action become necessary for recovery of any outstanding balances due to Consultant under this Contract, Client agrees to pay all collection costs, court costs, and reasonable attorney fees, all up to the maximum amounts allowed by law.

22. Waiver

A. No waiver of the terms, conditions, and covenants of this Contract shall be binding and effective unless the same shall be in writing signed by the parties.
B. A waiver of any breach of terms, conditions, and covenants of this Contract shall be for that one time only and shall not apply to any subsequent breach.

pointblue

P.O. Box 304
St. Joseph, MI 49085
(269) 934-3737
pointblu.com

Standard Fee Schedule

Professional Staff

President	$140.00/hour
Senior Project Consultant	$125.00/hour
Project Manager	$110.00/hour
Senior Engineer/Geologist/Biologist	$105.00/hour
Project Engineer/Geologist/Biologist	$95.00/hour
Graphics/CADD	$80.00/hour
Field Technician	$75.00/hour
Administrative	$55.00/hour

Expenses and Equipment

Mileage	$0.65/mile
Photoionization Detector	$50.00/day
Low-Flow Sampling Equipment	$170.00/day
Electronic Water Level Indicator	$30.00/day
Oil/Water Interface Probe	$45.00/day
Silicone Tubing	$3.05/foot
Polyethylene Tubing	$0.28/foot
Water Sampling Bailers	$18.50/each
Generator	$55.00/day
Hammer Drill/Chisel	$55.00/day
Coring Machine	$210.00/day
Hand Augers	$46.00/day
Methanol Preservation Kits	$7.00/sample
Sample Shipment	Cost
Level C PPE	$75.00/person/day
Level A or B PPE	Project Dependent
55-Gallon Drum (IDW)	$75.00/each
Special Equipment/Rental	Cost/Rental Charge
Subcontracted Services	Cost +20%
Per Diem (overnight)	$125.00/day
Bound Paper Reports	$50.00 to $100.00/each
Miscellaneous Expenses	Cost

P.O. Box 304
St. Joseph, MI 49085
(269) 934-3737
pointblu.com

12 October 2021

Point Blue, LLC No. B1310

Mike Franzak, Planning Director
City of Muskegon
933 Terrace Street
Muskegon, Michigan 49443

Subject: Professional Services Proposal - Critical Dune Permit Application Review Process for the City of Muskegon

Dear Mr. Franzak:

Point Blue, LLC (Point Blue), PO BOX 304, St. Joseph, Michigan, 49085, licensed to do business in the State of Michigan, is proposing to enter into a contract with the City of Muskegon (City) located at 933 Terrace Street, Muskegon, to conduct business as a third party in the performance of evaluating critical dune permit applications. Point Blue was established by Prism Science & Technology, LLC Principal Mark C. Seaman, CPG, December 2020.

The City is authorized under State laws and City Ordinance to adopt and enforce certain codes and other ordinances relating to Critical Dunes in accordance with Part 353, Sand Dunes Protection and Management, of the Natural Resources and Environmental Protection Act (NREPA), PA 451 of 1994, as amended. Point Blue will act as a consultant to review and assist with permit processing, violations, enforcement, and in making recommendations. As such, Point Blue is offering its services on the City's behalf and represents that it has the skill, ability, and expertise to perform the services outlined in this proposal.

References to Point Blue include Point Blue employees, contractors, subcontractors, independent contractors, or anyone performing services under an agreement with the City. In the performance of our duties, Point Blue shall extend the degree of care, skill, and professionalism expected from members of the consulting profession doing business in the State of Michigan and that Point Blue will treat the City and the public with the utmost fairness and respect.

Permit Application Detail

Point Blue will review three areas of permitting: 1) residential use, 2) commercial/industrial use, and projects associated with 3) City-owned properties. Under residential and commercial/industrial properties, permitting is typically for a new use or change in use. For City-owned properties, permitting is typically for either permit renewal (existing use), for a new use, or change in use.

Residential Properties - New

- The City will provide a complete permit application package (with complete directions), able to be electronically distributed at the applicant's request.
- The applicant will complete and submit the application with a base fee of $950.00 to the City. The base fee covers an administratively complete application, desktop review, and site inspection. Any additional consultant efforts beyond the initial site inspection can be determined after the scope of the project is better known and will be based on individual project needs (time and materials basis).
- Applicants not requiring assistance will submit the application directly to the City with the fee.
- If the applicant needs assistance in completing the application, the City will direct the applicant to Point Blue (Point Blue fee).
- The City will forward the application to Point Blue for review and Letter of Recommendation.

Commercial/Industrial Properties – New

- New applications will be addressed similarly to residential properties but are likely to require more detail. These types of applications might also require additional (other than critical dune) permitting through the Department of Environment, Great Lakes, and Energy (EGLE), which oversees the State of Michigan Critical Dune Program. Because these types of projects can be highly variable in scope, base fees can vary significantly.

City-owned Properties – Renewal and New

- <u>Renewal</u>. Point Blue will review and recommend for approval any ongoing annual or semi-annual permits for work to be performed on City-owned properties, after the Planning Director has determined to continue working under the existing permit/permit guidelines. These reviews may include existing permits including recontouring and removing accumulated blow-sand, leveling of accumulated sand on beaches, temporary access, and others. Each renewal will require a review of completeness under the existing permit and recommendation to continue as is, as revised, or to discontinue the permitted use. Renewal goes to the Planning Director.
- <u>One-time new</u>. Point Blue will review and recommend for approval any new application(s) for the permitting of a proposed use when approved by the Planning Director. Each new use application will require a review for completeness, request for amendments/corrections (if not complete), preliminary site assessment, final site assessment (if necessary), and be recommended for approval/disapproval to the Planning Director.

<u>Under the Review Process, Point Blue will:</u>

- Date/time stamp the application.
- Verify that the proposed project is within the City Critical Dune Overlay District and/or High Risk Erosion Area as depicted on the EGLE CD and HREA maps for Muskegon Township and the City of Muskegon.
- Application for "administrative and technical completeness" to be completed within 5 business days. Point Blue will review the application and, assuming that the project planwork is of

sufficient detail, Point Blue will perform a preliminary site inspection (weather dependent), take photographs or videos as appropriate, and will render an "application completeness determination". Site assessments are anticipated to be scheduled once every three weeks, weather permitting, and might consist of multiple applications/site assessments, as necessary.

- If administratively complete, Point Blue will review the application with respect to technical completeness. Depending on the result of the review, Point Blue might request additional information from the applicant in order to reconcile any deficiencies in technical information necessary for permit approval. If complete, the application will either be recommended for approval or denial.
  - If able to recommend approval, Point Blue will complete a written letter of "recommended approval" to the Planning Director.
  - If unable to recommend approval, Point Blue will complete a written letter of "recommended denial" to the Planning Director, identifying the reason(s) why.
  - If not administratively and technically complete, Point Blue will request amendments and corrections, or make recommendations for completeness within 5 business days after its review.
- If not administratively complete and the applicant needs assistance, Point Blue will offer its services to assist the applicant at the applicant's expense.

<u>For applicants granted final approval (permitted) by the Planning Director</u>

- For residential property applications granted final approval by the Planning Director, and prior to permit issuance, the applicant may be asked to provide additional fees for ongoing compliance inspections at "project completion". Project completion means an occupancy permit and/or substantial completion of site restoration and/or revegetation has occurred in accordance with the "vegetation assurance" or restoration plan. Fees for ongoing compliance inspections through "project completion" are unknown until the project scope is defined within the permit application.
- For City-owned property renewals and/or for new commercial development(s), site inspections for administratively and technically complete applications, site inspections with revisions, and site inspections for violation/enforcement, fees are site-specific.

<u>For Violation reviews/enforcement actions</u>

- For residential violations and/or enforcement actions. When coming upon, or when asked to investigate a potential violation of a prohibited use by the Planning Director, a person that does not comply with Part 353 or Part 323 of PA 451 of 1994, Point Blue will investigate the violation and make a recommendation to the Planning Director, based on the evidence, who will then decide on the appropriate enforcement action. Fees vary.
- For City-owned property violations and/or enforcement actions. As a result of the City's move to create a Critical Dune Overlay District, under Section 2310, the City declares that

pointblue

it will abide by the requirements set forth under Section 2310. Further, that any "special use project" applications shall first be reviewed by Point Blue, be recommended for approval by the Planning Commission, and submitted with the Planning Commission decision to the EGLE following the procedures of the ordinance. Fees vary.

- Penalties under the Provisions of PA 451 of 1994 shall apply in the event of any violation. A court may impose on a person who violates any provision of this Critical Dune Overlay Zone, or a provision of a permit issued under it, a civil fine of not more than $5,000 for each day of violation, or other natural resource that is damaged or destroyed as a result of a violation or both.

Should you have any questions regarding this proposal, please contact our office at 269.934.3737

Sincerely,

Point Blue, LLC

Gaye Blind

Gaye Blind, CNSP
Natural Resources Specialist Lead
Sr. Biologist

Attachment: Point Blue, LLC Standard Fee Schedule

pointblue

P.O. Box 304
St. Joseph, MI 49085
(269) 934-3737
pointblu.com

Standard Fee Schedule

Professional Staff

President	$140.00/hour
Senior Project Consultant	$125.00/hour
Project Manager	$110.00/hour
Senior Engineer/Geologist/Biologist	$105.00/hour
Project Engineer/Geologist/Biologist	$95.00/hour
Graphics/CADD	$80.00/hour
Field Technician	$75.00/hour
Administrative	$55.00/hour

Expenses and Equipment

Mileage	$0.65/mile
Photoionization Detector	$50.00/day
Low-Flow Sampling Equipment	$170.00/day
Electronic Water Level Indicator	$30.00/day
Oil/Water Interface Probe	$45.00/day
Silicone Tubing	$3.05/foot
Polyethylene Tubing	$0.28/foot
Water Sampling Bailers	$18.50/each
Generator	$55.00/day
Hammer Drill/Chisel	$55.00/day
Coring Machine	$210.00/day
Hand Augers	$46.00/day
Methanol Preservation Kits	$7.00/sample
Sample Shipment	Cost
Level C PPE	$75.00/person/day
Level A or B PPE	Project Dependent
55-Gallon Drum (IDW)	$75.00/each
Special Equipment/Rental	Cost/Rental Charge
Subcontracted Services	Cost +20%
Per Diem (overnight)	$125.00/day
Bound Paper Reports	$50.00 to $100.00/each
Miscellaneous Expenses	Cost

Consulting Services Agreement

Project No.: B1310 **Date:** 10/19/2021

Project Title:
Critical Dune Area (CDA) Professional Permit Application Review and Recommendation Process

Property No.: N/A

Project Site: Properties/Projects located in a City of Muskegon Critical Dune Area

Client: City of Muskegon, 933 Terrace Street, Muskegon, Michigan 49443

Cost:

$ ________________ Time & Materials

$ ________________ Estimated Probable Cost

$ 950.00 ____________ Individual Project Base Fee

$ ________________ Not to Exceed

Project Scope:
As directed by and under the supervision of the Planning Director or designee, Point Blue, LLC shall provide the City of Muskegon (City) with CDA permit reviews and recommendations as needed and as described in the Point Blue proposal dated 12 October 2021.

Special Instructions (please initial below*):
Point Blue will act as a consultant to review and assist with permit processing, violations, enforcement, and in making recommendations. As such, Point Blue is offering its services on the City's behalf and represents that it has the skill, ability, and expertise to perform the services outlined in this proposal.

Point Blue will review three areas of permitting: 1) residential use, 2) commercial/industrial use, and projects associated with 3) City-owned properties. Under residential and commercial/industrial properties, permitting is typically for a new use or change in use. For City-owned properties, permitting is typically for either permit renewal (existing use), for a new use, or change in use.

Additional fees may be assessed for on-going compliance inspections at project completion for City-owned property renewals and/or commercial development(s) fees, and when asked to investigate residential or City property violations. Refer to Point Blue Standard Fee Schedule.

Payment Terms: __X__ Payable within 30 days of receipt of invoice

_____% Retainer due at project authorization with remaining balance due upon release of deliverable

_____ Other (specify) ______________________________

***Initials:** _____ _____

Schedule: Upon written contract authorization and execution of contract by Point Blue, Point Blue shall be immediately available for City Critical Dune project review and recommendation.

CLIENT AUTHORIZATION:

Authorized By: ______________________

Company Name: ______________________

Signature: ______________________

Title: ______________________

Date: ______________________

CONSULTANT ACCEPTANCE:

Accepted By: Gaye Blind, CNSP

Company Name: Point Blue, LLC

Signature: Gaye Blind

Title: Natural Resources Specialist Lead

Date: 19 OCT 2021

Authorization of this Consulting Services Agreement or issuance of a Purchase Order includes acceptance of the scope of work and schedule, any attachments or reference material, the applicable cost, the payment terms noted above, and the Terms and Conditions on the next pages of this agreement. The project budget identified above is valid for 60 days from the date this contract was prepared.

Please Return to:

Point Blue, LLC
P.O. Box 304
St. Joseph, Michigan 49085
(269) 934-3737 www.pointblu.com

Terms and Conditions

WHEREAS, Client desires Consultant to perform the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, each party hereto represents that it is ready, willing, and able to undertake the responsibilities set forth in this Contract.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

1. Definitions: As used in this Contract, the following terms shall have the meanings hereinafter set forth:

A. **Contract** means this document, together with all documents attached hereto. The documents are intended to be construed consistently and as a whole and anything that is required by one document shall be deemed to be required by all.
B. **Fee Schedule** means Consultant's charges for professional services and reimbursable expenses, which may be updated from time to time by way of written correspondence to Client.
C. **Services** means those services to be performed by Consultant pursuant to the terms and conditions of this Contract.
D. **Site** means the Site upon which Services are to be performed as designated in the Proposal.
E. **Proposal** means a document that identifies the Client and the Site, describes or defines the proposed scope of Services, and includes as appropriate, cost estimates, plans, and drawings.

2. Services to be Performed: All Services performed under this Contract shall be determined by a Proposal. Consultant, as an independent contractor, shall furnish all necessary supervision, labor, materials, and equipment and shall perform the Services as defined in each Proposal. A Proposal, when accepted by Client, shall be binding upon the parties hereto, shall incorporate by reference all the terms and conditions of this Contract, and shall detail the scope of Services to be performed by Consultant. All Proposals shall be executed and dated by both Consultant and Client (or legal counsel acting on behalf of Client), and Consultant shall commence the Services as stipulated and agreed upon in the Proposal. All materials prepared become the property of the Client. Consultant may retain copies of such materials for its files.

If at any time during or after completion of the Services, Consultant is requested or required to participate in a deposition or other legal proceeding relating to the Services or the Site, Client shall reimburse Consultant for preparation for and participation in such deposition or legal proceeding based upon the normal hourly rates set forth in the Fee Schedule.

3. Term of Contract: This Contract shall become effective upon the execution of and continue in accordance with the schedule identified within the Proposal, and/or continue in full force and effect unless 30-day written notice of termination is given by either party.

4. Change Orders: Changes in the scope of Services under a Proposal, including increases and decreases therein, must be in writing and agreed upon and accepted by each party hereto.

5. Payment for Services: Client shall pay to Consultant as compensation for the Services the amounts set forth in the applicable Proposal. Upon request of the Client, the Consultant shall provide itemized billing in quarter hour intervals which specifically identify the identity of the person performing the Service and a detailed description of the work performed. At its sole discretion, Consultant may elect to progress invoice portions of the work performed at various intervals throughout the project for those projects expected to exceed 30 days in duration. Unless otherwise noted on the obverse of this document, within 15 days of the date Consultant's invoice is received by Client, Client shall pay the full amount of such invoice. Client shall pay an additional charge of 1-1/2% of the unpaid invoice per month, to the extent legally payable, for any payment made more than 15 days after the date of the invoice. If outstanding balances remain after the eightieth (80^{th}) day after the last date of services rendered, the Consultant may file a contractor's lien on the deed of record of the site at which services were performed. The amount of the lien shall include any outstanding balance(s), interest charges accrued from the date of invoice to the date of lien filing, and a one-hundred-dollar ($100.00) charge for lien preparation/filing charges.

6. Warranty:

A. Consultant warrants that the Services will be performed in a professional manner in accordance with sound consulting practices and procedures.
B. Consultant shall correct any defects in the Services that are not performed in accordance with the warranty in subparagraph A of this Paragraph 6, at no additional charge to Client. In addition, subject to the limitations set forth in Paragraph 8, Consultant shall reimburse Client for any damages arising directly out of Consultant's failure to comply with subparagraph A of this Paragraph 6.

7. Indemnification:

A. Except as set forth in subparagraph B of this Paragraph 7, Consultant shall indemnify and hold Client harmless from and against any and all liabilities, losses, damages, costs, and expenses Client hereafter may suffer in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property that arises from any negligent acts, errors, or omissions on the part of Consultant or its directors, officers, members, employees, agents, or subcontractors in the performance of the Services.
B. Anything in subparagraph A of this Paragraph 7 to the contrary notwithstanding, Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense results solely from an act of negligence or willful misconduct by Client or their directors, officers, employees, or agents.
C. Except as expressly set forth in subparagraph D of this Paragraph 7, Client shall indemnify and hold Consultant and its directors, officers, members, and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses which Consultant and its directors, officers, members, and employees may hereafter suffer in connection with any claim, action, right of action (at law or in equity) because of any injury (including death) or damage to person or property which arises out of: (i) Client's acts, operations, or responsibilities under this Contract; or (ii) the work of any third party obligated by Client to perform work at Site.
D. Anything in subparagraph C of this Paragraph 7 to the contrary notwithstanding, Client shall not be liable to the extent that any liability, loss, damage, cost, and expense described in this subparagraph results from an act of negligence or willful misconduct by Consultant or its directors, officers, members, employees, agents, or subcontractors.
E. Client shall have the right, if it so elects, to participate at its own expense in Consultant's defense of any claim or action referred to in subparagraph C of this Paragraph 7, but such participation shall not affect Client's liability for any judgement therein, or release Client from the indemnity therein provided.

8. Consultant's Liability:

A. Any claim pursuant to this Contract must be in writing and must set forth the facts upon which it is based.
B. Anything in Paragraphs 6 and 7 to the contrary notwithstanding, Consultant shall not be liable for damages resulting from cessation of Services under this Contract due to: (a) health and safety issues created by inherently unsafe conditions at the Site not created by Consultant, or (b) due to unsafe conditions created by other contractors performing Services at the Site where those contractors were not required to be supervised by Consultant.
C. Anything in subparagraph B of this Paragraph 8 to the contrary notwithstanding, Consultant shall be responsible for clearing all utilities in connection with its Services or Services performed under its supervision at the Site, but shall not be responsible for utility damage caused by mislocating or marking of utilities by others.
D. Consultant's liability shall be limited to the specific work performed and/or areas tested, as described in the Proposal.

9. Insurance: Consultant shall maintain the following insurance policies for the term of this Contract:

A. Professional and Pollution Liability (Error & Omissions) $2,000,000 aggregate.
B. General Liability $1,000,000 each occurrence, $2,000,000 general aggregate.

10. Materials and Equipment Handling and Retention: If services include transportation or disposal of materials from the Site, the Client recognizes and agrees that at no time will the Consultant assume or claim ownership, title, or responsibility of said material. Materials generated at the Site may include, but not be limited to, liquid or solid materials such as samples and cuttings, soil, groundwater, purge and decontamination water, any of which may contain substances or constituents which are hazardous or detrimental to human health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances. Consultant may evaluate or recommend possible disposal facilities for the Client's use and shall have the responsibility for assuring that the location for final disposal and the transporter of the materials are properly licensed to accept said materials. Client will sign all necessary generator profiles and manifests necessary for transportation and disposal. For the purpose of convenience to the Client only, Client may provide written authorization for Consultant to sign manifests on behalf of the Client as generator, but at no time will Consultant act as generator of said materials.

11. Force Majeure: Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

12. Confidentiality: Unless required by law, and, if required by law, only upon providing 14-day advance notice to Client, Consultant shall not disclose the substance of any report, test, or recommendation that it gives to Client in connection with the Services provided for in this Contract; and Consultant agrees to treat all maps, data, reports, and other information relating to the Services as proprietary and confidential.

13. Compliance with Law: Consultant, in performing the Services, shall comply with and shall require compliance by any of its subcontractors and all applicable statutes, regulations, or lawful orders of any governmental authority or agency. Client shall cooperate with Consultant in obtaining any permits or licenses required for the performance of the Services. Certain governmental entities have mandatory contaminate reporting requirements. Both parties shall cooperate with one another in complying with such laws.

14. Notices: Any notice to be given to either party hereunder shall be given by making the same by First Class U.S. Mail, postage prepaid.

15. Subcontracts: Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Contract. In the event Client directly hires any subcontractors to help Consultant in its performance of all or any part of the Services, Consultant is not obligated to supervise those subcontractors regarding those Services.

16. Entire Contract: This Contract and subsequently executed Proposals constitute the entire Contract between the parties with respect to the Services and supersedes all prior negotiations, representations, or contracts relating thereto, written, or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Contract shall be effective unless in writing executed by Client and Consultant. There are no third-party rights or benefits, either express or implied, under this Contract.

17. Governing Law: This Contract and the legal relations of the parties shall be governed by the laws of the State applicable to the Contracts and Proposals negotiated, executed, delivered, and fully performed in such State.

18. Counterparts: This Contract may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

19. Severability: The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

20. Alternative Dispute Resolution: If any dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to the first endeavor to settle the dispute in an amicable manner by non-binding mediation before the American Arbitration Association, or as otherwise agreed, before having recourse to a judicial forum. No written or oral representation made during any mediation shall be deemed a party admission.

21. Claims: In the event of any litigation involving this Contract to enforce any provision of this Contract, to enforce any remedy available upon default under this Contract, or to obtain a declaration of rights under this Contract, the prevailing party shall be entitled to recover from the other attorney's fees and costs as may be reasonably incurred by reason of the litigation. In addition, Client understands and agrees that, should collection action become necessary for recovery of any outstanding balances due to Consultant under this Contract, Client agrees to pay all collection costs, court costs, and reasonable attorney fees, all up to the maximum amounts allowed by law.

22. Waiver

A. No waiver of the terms, conditions, and covenants of this Contract shall be binding and effective unless the same shall be in writing signed by the parties.
B. A waiver of any breach of terms, conditions, and covenants of this Contract shall be for that one time only and shall not apply to any subsequent breach.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 10/26/2021	Title: Ice Rink Refrigeration System
Submitted By: Mike VanderMolen	Department: Arena

Brief Summary: The current ice rink refrigeration system is 24 years old. It has become unreliable and uses an outdated refrigerant that is no longer manufactured.

Detailed Summary: The current refrigeration system was installed in 1998, the compressors and related equipment are unreliable, leaky, and showing their age. In just the past 12 months alone we have spent $48,000 on repairs and replacement refrigerant. The R22 refrigerant used in our system is an environmental hazard and is no longer manufactured. Due to the scarcity of the product, this price will only increase.

If we were to have a leak or a system failure, we may not be able to source enough refrigerant to keep the ice, that type of situation would be detrimental for the arena and the Lumberjacks hockey season.

The new system will use ammonia as the refrigerant which is about 30 times cheaper, more readily available, and more environmentally friendly. The new system will use brand new energy efficient compressors and be easier and less expensive to operate and maintain, significantly reducing labor hours and repairs.

As we started this process we intended to get 3+ quotes, we soon realized there is a limited supply and long order time for the necessary equipment. If we did a formal RFP process, we would never be able to complete the project during our open timeline in Spring of 2022.

In order to have the parts available by the end of this season, the equipment needs to be ordered as soon as possible. The lead-time on new equipment is up to 30 weeks, which puts us right up to the edge of our time frame during the off-season. If we are able to order equipment soon, we will be able to schedule the change-over to happen during a 6-8 week down period during the summer.

Serv-Ice is the closest contractor capable of completing this project. Their proposal covers the entire change over 100%, including removal off all existing equipment (entire walls need to be removed), compressor installation, plumbing, electrical, pipe-fitting, and final setup. Serv-Ice has serviced and repaired our machines over the years, and knows our building and setup very well.

Amount Requested: $718,000	Amount Budgeted: $625,000 from the Shuttered Venue Operators Grant. Additional grant funds may be available to cover the full amount, or remaining funds to come from the Arena.
Fund(s) or Account(s):254	Fund(s) or Account(s):254

Recommended Motion: To approve the refrigeration upgrade by Serv-Ice of Michigan.

For City Clerk Use Only:

Commission Action:

September 24, 2021

L. C. Walker Arena and Event Center
470 W. Western Ave.
Muskegon, MI 49440

Attention: Jerry Ream
Subject: Replacement of Ice Rink Refrigeration System

Dear Jerry:
We are happy to supply the following refrigeration system for your ice rink:

Refrigeration System Options

Option I:
Field Erected Ammonia System

- 1-Docal Flooded chiller 220 Ton, 1600 gpm of 40% ethylene glycol from 17.9^0F to 14^0F
- 1-Docal Water cooled condenser 220 Tons
- 3-Vilter 456XLD Compressors, 100HP Motors
- All necessary pipe, valves and fittings
- All necessary electrical wiring for compressor motors
- All necessary control wiring
- All computer programming
- Ammonia detection system
- Frequency Drives for cold floor pumps

Option I Total Installed Price: $718,000.00

Option II:

- In lieu of Vilter, we can provide Bitzer reciprocating compressors.
- Deduct **$40,000.00** from Option I price.

Option II Total Installed Price: $678,000.00

All above options include:

- Reclaim existing refrigerant
- Disconnect existing chiller
- Demo of existing chiller
- Demo of wall
- Rigging to set new chiller
- Necessary control wiring
- Necessary computer programming
- Necessary electrical wiring for new equipment
- Existing cold floor pumps, cooling tower pumps, cooling tower & Serv-Ice Control Computer
- Check test and start up
- Michigan sales tax
- Freight

Deduct:
Customer to remove refrigeration equipment and demo/repair wall to allow access to building please deduct $20,000.00 from above pricing.

143 Cady Center · # 207 · Northville, MI 48167 (248) 735-6000 (313) 600-8655 rbishop8@me.com

Delivery Dates:

- Chiller – 10 weeks after approval
- Water Cooled Condenser – 30 weeks after approval
- Vilter Compressors – 8 weeks after approval
- **Expedited Water Cooled Condenser Delivery**: Add **$13,470.00**to above pricing. 21-22 weeks after approval
- **Evaporative Condenser Option:**
  Replace existing water-cooling towers and install evaporative condenser on the roof. 12 weeks after approval. Price upon request.

Terms:

- Price valid for 30 days
- Freight subject to change
- Progress payments

Thank you for the opportunity to supply this proposal. Do not hesitate to call with any questions.
We look forward to working with you on this project.

Sincerely,
Serv-Ice Refrigeration, Inc.

Robert Bishop

Robert Bishop
President
Cell: 313-600-8655

TEMPEST INC., 12750 Berea Rd. Cleveland, OH 44111 * Phone: (216) 883-6500

MERCY HEALTH | Arena

Subject: Tempest BUDGET Proposal # 3550-0-081021
Water-Cooled, Ammonia Chiller System; Multiple Compressor Configuration Options

Mike,

Tempest would like to thank you for the opportunity to work with the Mercy Health Arena on your ice plant chiller replacement. Per your request, Tempest is providing this budgetary proposal per the following equipment summary:

- **CHILLER OPTION #1: One (1) Water-Cooled 142-Ton Ammonia Chiller System**
  - Two (2) open drive 8-cylinder direct drive reciprocating compressors

- **CHILLER OPTION #2: One (1) Water-Cooled 124-Ton Ammonia Chiller System**
  - One (1) open drive 8-cylinder direct drive reciprocating compressor
  - One (1) open drive 6-cylinder direct drive reciprocating compressor
    - *Optional open drive 6-cylinder compressor for standby redundancy*

We look forward to working with you to provide engineering and manufacturing services for the design and build of this industrial refrigeration system. Thank you again for this opportunity and please feel free to call me at +1 (216) 883-6500 or cell (440) 225-3029 if you have questions or comments at any time during this project.

Sincerely,

Sam Wasylyshyn

Sam Wasylyshyn
Tempest Technical Sales & Account Manager

Budgetary Proposal

To

MERCY HEALTH | Arena

for

- **CHILLER OPTION #1: One (1) Water-Cooled 142-Ton Ammonia Chiller System**
  - Two (2) open drive 8-cylinder direct drive reciprocating compressors
- **CHILLER OPTION #2: One (1) Water-Cooled 124-Ton Ammonia Chiller System**
  - One (1) open drive 8-cylinder direct drive reciprocating compressor
  - One (1) open drive 6-cylinder direct drive reciprocating compressor
    - *Optional open drive 6-cylinder compressor for standby redundancy*

Proposal Number: 3550-0-081021
Submission Date: August 4, 2021

PROPOSAL PREPARED BY:

Mike Kaminski, Tempest Inc.
Director of Sales & Engineering
Office: 216-883-6500 ext. 1326
Mobile: 216-347-6806
Email: MVK@tempest-eng.com

Steve Darmon, Tempest Inc.
Senior Engineering Project Manager
Phone: 216-883-6500 ext. 1314
Mobile: 216 -346-2307
Email: JEA@tempest-eng.com

James Anderson, Tempest Inc.
Senior Inside Technical Sales
Phone: 216-883-6500 ext. 1314
Mobile: 216 -346-2307
Email: JEA@tempest-eng.com

Sam Wasylyshyn, Tempest Inc.
Technical Sales & Account Manager
Office: 216-883-6500 ext. 1320
Mobile: 440-225-3029
Email: sam@tempest-eng.com

This proposal and terms herein remain in effect for 30 days from the date of submission.

Dear Valued Customer,

As our communities and businesses continue to recover from the impacts of the pandemic, we wanted to personally reach out to share the challenges we and many other businesses around the world are continuing to face.

There have been significant raw material shortages and supply chain issues, including limited labor availability, and a worldwide imbalance of ocean vessels and containers — coupled with unforeseen spikes in demand — which have contributed to extended product lead times, as well as inflationary pressures on prices. As a result of these challenges, we have experienced multiple price increases since the first of the year from many of our component and material suppliers, along with varying lead times and product availability.

Rest assured, Tempest Inc. remains committed to staying in front of these unexpected changes and roadblocks to the best of our ability. Our business is structured to quickly pivot to work as efficiently as possible. Our sales, engineering, purchasing and production departments continue to work long hard hours to assure that we keep our projects on schedule and on budget. We are currently searching the globe to locate the appropriate components and materials that meet our performance and quality demands. We will continue to work proactively to ensure competitive pricing and lead-times to the best of our ability.

We encourage you to be mindful of these current market conditions when planning your business when considering our industrial chillers and heat transfer equipment. With the likelihood of continued shortages and supply chain issues as the world navigates through these various market conditions, it is essential that Tempest works closely with its customers to better plan and project manage through these unprecedented times.

As always, it is our goal to be transparent and build your trust with Tempest. We appreciate your consideration and are very grateful for your business. We look forward to working with you on your project to achieve a successful outcome.

Tempest Senior Management Team

1. TEMPEST BACKGROUND & PROJECT APPROACH

Tempest has been providing refrigeration and process heat transfer solutions for 35 years. Our systems are engineered to our customer's application and process needs. Tempests' comprehensive resource package includes the following:

- State of the Art manufactured Refrigeration and Process Systems
- Superior Engineering and Technical Support
- Extensive Industry Experience
- Integrated Service Programs. Preventative maintenance and 24/7 Service Support
- Reliable Equipment and Parts availability

To better serve our customer and assure our solutions properly meet the functional/performance requirements, TEMPEST utilizes its **FOCESS** (**F**acts, **O**bjectives, **C**hallenges, **E**ngineering, **S**ystem Build, **S**ystem Install/Start-up) project engineering process to complete the design and development of the subject refrigeration/heat transfer system.

TEMPEST's FOCESS engineering process is a phased approach designed to control investment costs during the early stages of a development program, when challenges and issues are most commonly encountered. This approach helps to minimize risk and maximize value.

Tempest will use its FOCESS project engineering approach as outlined in the phases below:

- *Phase I: Define/Discover*
    a. **F**unctional & Performance Specifications
    b. **O**bjectives *(Business & Process)*
    c. **C**hallenges & **C**oncept System Development *(PID & BOM)*
- *Phase II: Develop*
    a. **E**ngineering *(Design for Manufacturability/Serviceability, Final BOM)*
    b. **S**ystem Build & Test
- *Phase IV: Deploy*
    a. **S**ystem Install, **S**tart-up & **S**ervice Support

Tempest has been designing, building and servicing industrial low temperature chillers for over 30 years. In 2017, Tempest introduced its all new Industrial Chiller Equipment **"E3:ICE"** specifically designed for **energy efficient**, **environmentally friendly and economically viable (E3)**. We specialize in ammonia refrigeration systems.

1.1 Tempest Ice Rink Chiller Project Examples

Image A: 100-Ton Air-Cooled R-507 Single Sheet Ice Rink Chiller

Image B: 142-Ton Air-Cooled Ammonia Single Sheet Ice Rink Chiller

Image C: 205-Ton Evaporative Cooled Ammonia Ice Rink Chiller: Two (2) Sheets of Ice

2. COMPANY & PROJECT BACKGROUND

MERCY HEALTH | Arena Mercy Health Arena was originally build in 1960 and underwent significant renovations in 2019 adding restaurants, executive suites, club seating, loge seating, new party decks, and new restrooms. The facility is home to the Muskegon Junior Lumberjacks and the West Michigan Shoreline Figure Skating Club. It also hosts a number of recreational hockey leagues.

During our initial project review call on June 29th, it was discovered the Mercy Health Arena currently has an R-22 refrigerant chiller providing cooling to one (1) NHL sized ice sheet and would like an ammonia chiller replacement. It's our understanding we are to design a 140-Ton water-cooled ice rink replacment chiller.

2.1 Project Background

142-TON EVAPORATIVE-COOLED AMMONIA SINGLE SHEET ICE RINK CHILLER

Reference Emails, Datasheets, Documents, etc.

PROCESS DATA SENT BY MIKE VANDERMOLEN: 6-17-21

- The compressors are mycom 6cylinder recipicating there are 3 compressors, can only run 2 compressors at a time
- The plant was installed in 1998
- R-22 Freon
- Not sure on tonnage the compressors are driven by a baldor super e 125 hp electric motors
- Plant is located inside

- Efficiency, reliability reasons for replacement also r-22 availability
- Chill-con I believe is the chiller

TEMPEST RECORDED NOTES FROM CALL: 6-29-21

- Estimated 140-Tons of cooling capacity
- Preferred Refrigerant: Open to Ammonia
- Condensing Type: Water-Cooled Tower (will reuse) - Shell & Tube
- Tempest will need to get dimensions to understand footprint constraints
- Open to punching a hole in the wall to get new system in - Tempest to pursue single skid system
- Compressors: Vilter or Mycom Recips; currently can only run two electrical motors at once (electrical constraints) - 250HP Limit
- Assuming the facility will need a 600 amp breaker (pumps are on a different breaker - 60 amps)
- Facility is a year round (close down for a month a year) - Late June shut down (start up in August)
- June 2022 is the target installation date
- Ice melt pit - Exists but not currently in use
- Tempest recommends a heat recovery circuit for use in different things (ice melt pit, hot water tank, etc.)
- Option #1: Tempest recommends using two (2) 8-cylinder compressors (73-Tons per compressor @ 150-HP) need to see if this runs under amperage rating. Tempest to include a 6-cylinder standby.
- **Option #2: One 8-cylinder Compressor, One 6-cylinder Compressor, and One 6-cylinder Compressor stand-by (lead/lag in controls for equal run time on all compressors)**
- Subfloor - Not currently using (no pumps)
- Cement Floor - 1998; plastic tubing in floor
- Tempest could quote floor pump due to OEM pricing; recommend putting VFD back on pump for energy savings

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TECHNICAL CLARIFICATIONS FROM MIKE: 7-12-21

- Cooling plant measures out 27'x 8'
- We set floor temp to 15F degrees to paint ice
- Supply goes out about 8.8F degrees comes back about 16-17F degrees, set point at 17F degrees
- We don't know the flow rate on pumps from the water cooled condenser
- Glycol pump: Toshiba 0504SDSR41A-P 50 HP Motor

PHOTOS OF EXISTING R-22 CHILLER

GLYCOL PUMP DATA:

TOSHIBA Toshiba International Corporation

0504SDSR41A-P

Standard Data | 3D Drawing

Motor Model Details

Model Number	0504SDSR41A-P
Multiplier Symbol	MTPFCP
Weight	715 lbs

Technical Data
Data Package

60 Hertz Data

HP	50	VOLTS	230/460	Frequency	60 Hz	S.RPM	1800
Frame	326T	Enclosure	TEFC	FLAMPS	120/60	FLRPM	1775
FORM	FBK1	SF	1.15	NEMA	B	Insul Class	F
TYPE	TKKH	AMB	40 C	Code	G	Duty	CONT
Model Number	0504SDSR41A-P	Min. Eff.	93.6	kW	37.3	Serial No.	
NOM. EFF.	94.5			PF	85.7		

Amperage
Locked Rotor: 362.5

Torques
Full Load (lb-ft): 148
Locked Rotor: 175
Break Down: 265

Bearings
Drive End: 6312ZC3
Opposite Drive End: 6312ZC3

Efficiency (%)
Full Load: 94.5
3/4 Load: 93.8
1/2 Load: 92.2

Power Factor (%)
Full Load: 85.7
3/4 Load: 77.1
1/2 Load: 83.4

Herein shall serve as Tempest's proposal with project summary, clarifications, exceptions, technical information and scope of supply, lead time, and pricing.

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3. PROJECT SUMMARY

Based on the project background notes and our subsequent communications, Tempest is proposing to design and build a Water-Cooled Ammonia Chiller designed to deliver 40% ethylene glycol to One (1) NHL size ice rink. The system can be designed a few different ways based on compressor configuration. Tempest is proposing two (2) different options.

Option #1: Two (2) 8 Cylinder Compressors; ***Providing 142-Tons of Cooling Capacity***
Option #2a: One (1) 8 Cylinder & One (1) 6 Cylinder Compressors; ***Providing 124-Tons of Cooling Capacity***
Option #2b: One (1) 8 Cylinder & Two (2) 6 Cylinder Compressors* (One for Standby Redundancy); ***Providing 124-Tons of Cooling Capacity***

3.1 Proposal Clarifications & Exceptions:

Proposal Clarifications:

1. The scope of equipment to be supplied is per this quote letter any requirements beyond what is specifically described can be supplied at an additional charge.

2. The proposed system is quoted per Tempest's standard terms and conditions including warranty per included document.

3. Mechanical Engineering and Electrical Controls Engineering is included for the design and build of the equipment, per current specifications provided, project background (section 2.1), project summary, clarifications and scope of supply listed in our proposal. *If additional engineering is required outside of the current scope of supply Tempest will require a change order to proceed.*

4. Shipping costs are NOT included in proposal. Shipping arrangements and pricing can be provided upon request.

5. Documentation package will include a standard drawing set in PDF format, and installation and operations manual.

6. Insulation is provided on all cold surfaces within Tempest skid boundary.

7. Refrigerant and Refrigerant oil is NOT included due to Ammonia Refrigerant charge. Tempest can provide a quote for field services to charge the chiller system in the field.

8. All assembly drawings are designed using ACAD Inventor 3-D software and can be provided, as a single part solid, in a standard file exchange format.

9. Functional and Factory acceptance testing is included. (Up to 2 days) Factor Acceptance Testing may require heat transfer fluid to be supplied by customer for load simulation testing.

10. Installation Field Services are to be provided by others. Tempest can provide field service technician for installation supervision and guidance at our normal field service hourly rate.

11. Start-up, Commission and Training Field Service is quoted as a separate line item in pricing section (Excluding Travel & Living Expense)

12. Tempest will build panels to UL508 however Tempest is unable to self-certify. Tempest can have panels certified by third party at an additional cost.

13. Glycol Floor Pumps: Main Floor Glycol pumps are excluded from the proposal at this time. Tempest will require additional technical information to specify the correct pump package.

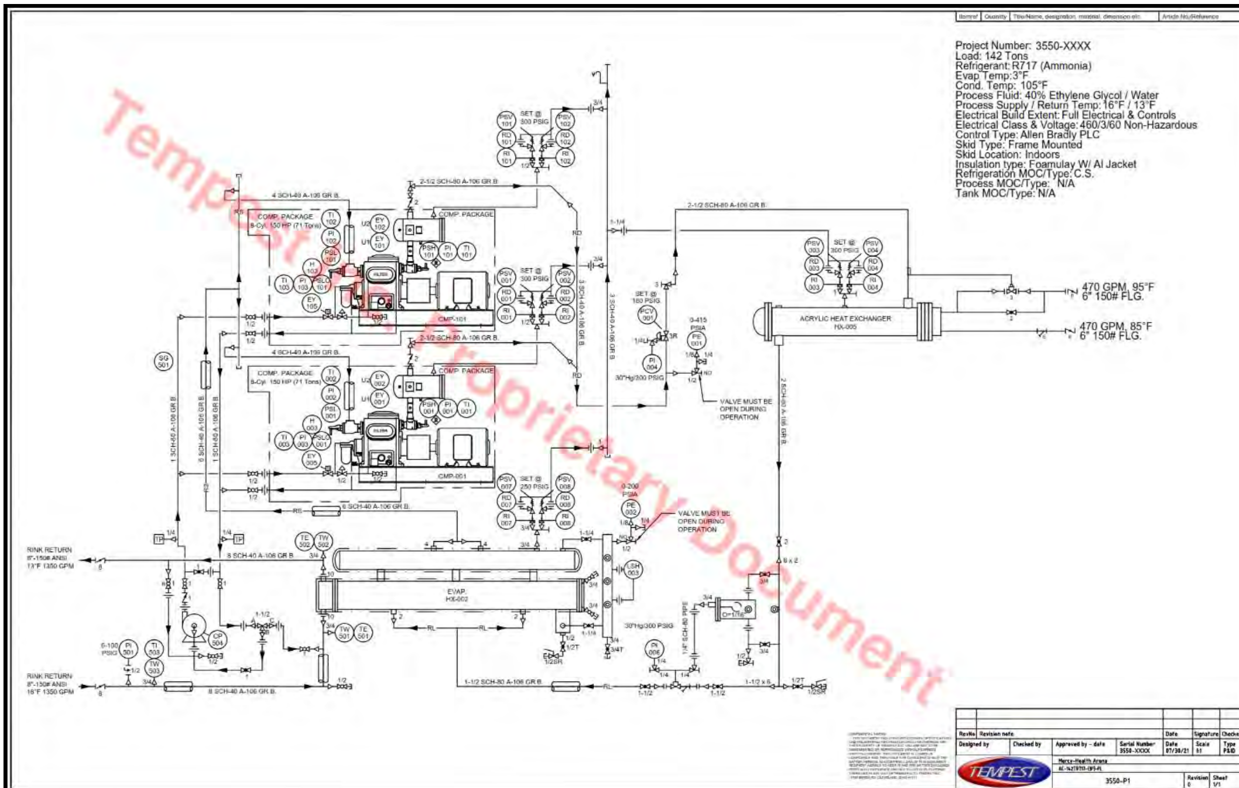
14. Glycol Sub-Floor Pumps: It is Tempests understanding the current subfloor system is not in operation and that the pumps will not be replaced. Therefore, Tempest is excluding these pumps from the proposal. Additional technical information and direction from customer is require to quote and supply these pumps.

15. Water-Cool Condenser Pumps: Condenser pumps have been excluded from the proposal at this time. Tempest will require additional technical information to specify the correct pump package.

3.2 Scope of Supply:

TEMPEST PROPOSED EQUIPMENT P&ID: 8-2-21 ***(For reference only)***

Option #1: **Two (2) open drive 8-cylinder direct drive reciprocating compressors**



TEMPEST PROPOSED EQUIPMENT CONFIGURATION AND SPECIFICATIONS: SINGLE SHEET AREANA ICE RINK CHILLER

OPTION #1: CONFIGURED WITH TWO (2) 8 CYCLINDER 150 HP COMPRESSORS:

MODEL:	WC-142TR717-(3°F)- FL
CAPACITY:	142 Tons @ 3°F saturated suction temperature, 105°F condensing
REFRIGERANT:	R-717
PROCESS FLUID:	40% Ethylene Glycol / Water
ELECTRICAL CLASS:	NEMA 12 indoor duty
VOLTAGE:	460V/3Ph/60Hz
APPROXIMATE FLA:	367 Amps
APPROXIMATE MCA:	412 Amps
NO. OF REFRIGERANT CIRCUITS:	One (1)
NO. OF COMPRESSORS:	Two (2)

FRAME:

- Structural steel framework with support strength for all components
- Two Part Epoxy Paint Tempest standard blue
  - Alternate colors are available upon request. An additional charge may be required

COMPRESSOR:

- Two (2) open drive 8-cylinder direct drive reciprocating compressors
- 71 Tons, 125 BHP at 1150 RPM @ 3°F Deg F evaporating, 105°F condensing
- Integral Suction strainer
- Internal Relief Valve
- Tri-Micro Oil Filter with mounted 3-way manual valve

- 25, 50% Capacity Reduction with unloader solenoids
- 120V control (Non-Hazardous electrical)
- Suction and Discharge stop valves
- Water cooled oil cooler
- 560-Watt Standard Oil Heater
- Pressure Controls including dual pressure switch, capacity reduction switches and oil failure switch
- Water Regulating Valve
- Water Solenoid Valve 115V
- Oil Thermometer in Crankcase
- Gauges with Stedy Mounts
- Direct Drive Base
- Coupling
- Coupling Guard
- Oil Return Float Valve Kit
- 2" Piston type Discharge Check valve
- Suction & discharge pressure & temperature indicators
- 150 Hp Motor, 1200 RPM, ODP, Premium Efficiency, 460Volts/3/60Hz, with 1.15 SF.

EVAPORATOR:
- One (1) Flooded shell and tube type evaporator
- Saturated suction temperature of 3°F
- Designed to cool 1,350 GPM of 40% Ethylene Glycol / Water from 16°F to 13°F
- ASME code Section VIII Div. 1
- Carbon steel shell with Steel tubes
- Integral oil pot
- Integral surge drum
- Dual pressure relief valves with three-way isolation valve
  - Rupture disks, & rupture disk indicators

CONDENSER:
- One (1) shell and tube type water cooled condenser
- ASME code Section VIII Div. 1
- Carbon steel shell, carbon steel tubes
- Modulating pneumatic control valve based on refrigerant pressure
- Rated for 2,350,000 BTU/hour heat rejection at 105°F saturated condensing temperature
- 470 GPM of 85°F entering cooling tower water required
- Dual pressure relief valves with three-way isolation valve
  - Rupture disks, & rupture disk indicators

REFRIGERATION VALVES COMPONENTS AND INSTRUMENTS:
- Pilot operated liquid feed valve
- Float valve
- Evaporator level column with bull's eyes and high-level switch
- Discharge pressure regulator
- One (1) centrifugal close coupled pump for compressor cooling
  - 2 horsepower motor operated with a standard starter
- 16" Super oil separator, One (1) per circuit
  - Dual pressure relief valves with three-way isolation valve
  - Rupture disks, & rupture disk indicators

ELECTRICAL:
- NEMA 12 electrical enclosure
- 600 A disconnect

- ➢ Single point power entry distribution block
- ➢ Branch circuit protection
  - Circuit breakers
- ➢ Internal control circuit transformer
- ➢ Compressor Soft Starters
- ➢ Emergency stop operator & power on light
- ➢ UL508A compliant enclosed electrical panel
  - Third party panel certification available at an extra charge
- ➢ Unit designed for indoor operation

CONTROLS:

- ➢ Allen Bradley Compact Logix Model L3 PLC
  - System includes power supply, processor, all necessary input/output analog and digital control boards
  - Panel View 10.5" Color Touch Screen operator interface
  - Tempest proprietary custom process control program
  - Remote setting, monitoring and troubleshooting via VPN Ewon included

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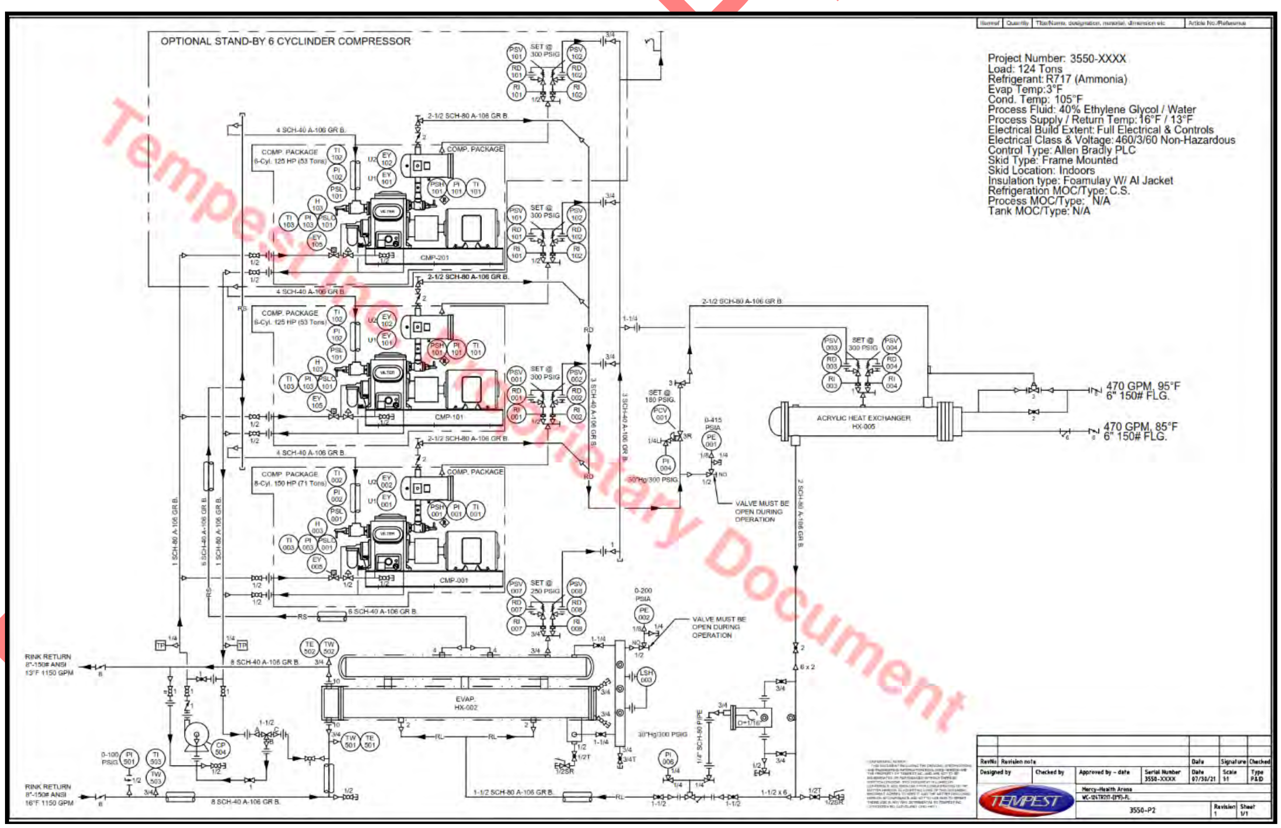
<u>TEMPEST PROPOSED EQUIPMENT P&ID: 8-2-21</u> ***<u>(For reference only)</u>***

Option #2: One (1) open drive 8-cylinder & One (1) 6-cylinder direct drive reciprocating compressors; option for a second 6-cylinder compressor for standby redundancy.



<u>TEMPEST PROPOSED EQUIPMENT CONFIGURATION AND SPECIFICATIONS: SINGLE SHEET AREANA ICE RINK CHILLER</u>

OPTION #2: CONFIGURED WITH ONE (1) 8 CYCLINDER 150 HP COMPRESSOR & ONE (1) 6 CYCLINDER 125 HP COMPRESSOR:

OPTIONAL SECOND 6 CYCLINDER STAND-BY COMPRESSOR OFFERED FOR REDUNDENCY:

MODEL:	WC-124TR717-(3°F)- FL
CAPACITY:	124 Tons @ 3°F saturated suction temperature, 105°F condensing
REFRIGERANT:	R-717
PROCESS FLUID:	40% Ethylene Glycol / Water
ELECTRICAL CLASS:	NEMA 12 indoor duty
VOLTAGE:	460V/3Ph/60Hz
APPROXIMATE FLA:	343 Amps
APPROXIMATE MCA:	388 Amps
NO. OF REFRIGERANT CIRCUITS:	One (1)
NO. OF COMPRESSORS:	Two (2) *(Optional third for standby)*

FRAME:
- Structural steel framework with support strength for all components
- Two Part Epoxy Paint Tempest standard blue
  - Alternate colors are available upon request. An additional charge may be required

COMPRESSOR #1:
- One (1) open drive 8-cylinder direct drive reciprocating compressors
- 71 Tons, 125 BHP at 1150 RPM @ 3°F Deg F evaporating, 105°F condensing
- Integral Suction strainer
- Internal Relief Valve
- Tri-Micro Oil Filter with mounted 3-way manual valve
- 25, 50% Capacity Reduction with unloader solenoids
- 120V control (Non-Hazardous electrical)
- Suction and Discharge stop valves
- Water cooled oil cooler
- 560-Watt Standard Oil Heater
- Pressure Controls including dual pressure switch, capacity reduction switches and oil failure switch
- Water Regulating Valve
- Water Solenoid Valve 115V
- Oil Thermometer in Crankcase
- Gauges with Stedy Mounts
- Direct Drive Base
- Coupling
- Coupling Guard
- Oil Return Float Valve Kit
- 2" Piston type Discharge Check valve
- Suction & discharge pressure & temperature indicators
- 150 Hp Motor, 1200 RPM, ODP, Premium Efficiency, 460Volts/3/60Hz, with 1.15 SF.

COMPRESSOR #2:
- One (1) open drive 6-cylinder direct drive reciprocating compressors
- 53 Tons, 94 BHP at 1150 RPM @ 3°F Deg F evaporating, 105°F condensing
- Integral Suction strainer
- Internal Relief Valve
- Tri-Micro Oil Filter with mounted 3-way manual valve
- 33, 66% Capacity Reduction with unloader solenoids

- 120V control (Non-Hazardous electrical)
- Suction and Discharge stop valves
- Water cooled oil cooler
- 560-Watt Standard Oil Heater
- Pressure Controls including dual pressure switch, capacity reduction switches and oil failure switch
- Water Regulating Valve
- Water Solenoid Valve 115V
- Oil Thermometer in Crankcase
- Gauges with Stedy Mounts
- Direct Drive Base
- Coupling
- Coupling Guard
- Oil Return Float Valve Kit
- 1-1/2" Piston type Discharge Check valve
- Suction & discharge pressure & temperature indicators
- 125 Hp Motor, 1200 RPM, ODP, Premium Efficiency, 460Volts/3/60Hz, with 1.15 SF.

OPTIONAL COMPRESSOR #3:

- **Stand-By Compressor fully pipe & wired**
  - Compressor will operate as a stand-by compressor incase of primary compressor failure.
  - Compressor will run Lead – Lag to equal run time with the first two "Primary" compressors
  - This Compressor will only operate as back up and will not increase capacity or utility usage.
- One (1) open drive 6-cylinder direct drive reciprocating compressors
- **Same Technical Data Description as Compressor #2**

EVAPORATOR:

- One (1) Flooded shell and tube type evaporator
- Saturated suction temperature of 3°F
- Designed to cool 1,150 GPM of 40% Ethylene Glycol / Water from 16°F to 13°F
- ASME code Section VIII Div. 1
- Carbon steel shell with Steel tubes
- Integral oil pot
- Integral surge drum
- Dual pressure relief valves with three-way isolation valve
  - Rupture disks, & rupture disk indicators

CONDENSER:

- One (1) shell and tube type water cooled condenser
- ASME code Section VIII Div. 1
- Carbon steel shell, carbon steel tubes
- Modulating pneumatic control valve based on refrigerant pressure
- Rated for 2,350,000 BTU/hour heat rejection at 105°F saturated condensing temperature
- 470 GPM of 85°F entering cooling tower water required
- Dual pressure relief valves with three-way isolation valve
  - Rupture disks, & rupture disk indicators

REFRIGERATION VALVES COMPONENTS AND INSTRUMENTS:

- Pilot operated liquid feed valve
- Float valve
- Evaporator level column with bull's eyes and high-level switch
- Discharge pressure regulator
- One (1) centrifugal close coupled pump for compressor cooling

- 2 horsepower motor operated with a standard starter
- ➢ 16" Super oil separator, One (1) per circuit
  - Dual pressure relief valves with three-way isolation valve
  - Rupture disks, & rupture disk indicators

ELECTRICAL:

- ➢ NEMA 12 electrical enclosure
- ➢ 400 A disconnect
- ➢ Single point power entry distribution block
- ➢ Branch circuit protection
  - Circuit breakers
- ➢ Internal control circuit transformer
- ➢ Compressor Soft Starters
- ➢ Emergency stop operator & power on light
- ➢ UL508A compliant enclosed electrical panel
  - Third party panel certification available at an extra charge
- ➢ Unit designed for indoor operation

CONTROLS:

- ➢ Allen Bradley Compact Logix Model L3 PLC
  - System includes power supply, processor, all necessary input/output analog and digital control boards
  - Panel View 10.5" Color Touch Screen operator interface
  - Tempest proprietary custom process control program
  - Remote setting, monitoring and troubleshooting via VPN Ewon included

3.3 Project Lead-time

TEMPEST anticipates the following equipment lead-time based on the following schedule…

Equipment Lead-Time: 18-to-20 weeks after Approval/Purchase of Early Release Long Lead Components*
(Estimated lead-time of chiller is contingent upon the following component lead-times)

Note 1: Current components lead-times that are driving overall equipment lead-times.

- o ***COMPRESSORS:*** *8-10 weeks after Approval/Purchase of Early Release Long Lead Components**
- o ***HEAT EXCHANGERS:*** *10-12 weeks after Approval/Purchase of Early Release Long Lead Components**

Note 2: Equipment Lead Times may vary based on engineering and production workload at time of order placement and component lead times upon final engineering and purchase. Lead-time is contingent upon timely exchange of pertinent technical information, customer approvals and receipt of major components.

Note 3: Component Lead-Time Notice: Tempest is experiencing longer than usual and unexpected delays with materials and components from suppliers. Tempest works with its suppliers on a daily basis to mitigate any delays. If components are purchased from suppliers outside of the United States, Tempest encourages its customers to consider air freight when applicable. Tempest has the manufacturing manpower to start all projects when components are received.

Early Release Components Approval Package Submittal: 2 weeks after Receipt of Purchase Order

Final Engineering Drawing Package Lead-time: 4-6 weeks after Receipt of Purchase Order

Clarification: Development of final engineering package should not affect the overall time-line of the project unless something is significantly changed during the engineering phase.

3.4 Equipment Pricing:

Tempest in pleased to provide the following pricing breakdown for the subject chiller. *Final pricing will be determined upon completion of final engineering and any change orders.*

Pricing Breakdown:

SINGLE NHL ICE RINK: AMMONIA ICE PLANT CHILLER

Pricing Breakdown: 142 Ton Chiller Option & 124 Ton Chiller Options	Budget Price
Option #1: Two (2) 8 Cylinder Compressors WC-142-TR717-(3F)-FL *(142Ton of Cooling Capacity @ (3F EVAP)*	**$ 387,410.00**
Option #2a: One (1) 8 Cylinder & One (1) 6 Cylinder Compressors WC-124TR717-(3F)-FL *(124Ton of Cooling Capacity @ (3F EVAP)*	**$ 374,800.00**
Option #2b: One (1) 8 Cylinder & Two (2) 6 Cylinder Compressors* *(One for Standby)* WC-124TR717-(3F)-FL *(124Ton of Cooling Capacity @ (3F EVAP)*	**$ 464,970.00**

(Note 1: Engineering is included per clarification in section 3.1.)
(Note 2: Final pricing is contingent upon final specifications, engineering, equipment configuration and change orders.)
(Note 3: Final Pricing is contingent upon Value Engineering options.)

Start-up, Commissioning, Site Acceptance Test (SAT) Service:

Tempest recommends a minimum of **two to three (2-3) days** of start-up service (Including Training, Commissioning and SAT) once equipment has been installed and ready for start-up. Tempest Service Technician Rate is $150.00 per hour. Travel rates to and from site location will be $95.00 per hour during normal operating hours. Any additional time required on site will be based on a time and material basis.

Start-up Service (Excluding Travel & Living Expense)…..……...……….……$ 1,200.00 per day

3.5 Tempest Standard Payment Terms:

Equipment Purchase Payment Terms:

- 25% down payment, due Upon receipt of Purchase Order or Signed Agreement
- 45% on Receipt of Major Components, net 30 from invoice
- 20% on Factory Acceptance Testing (FAT) or Shipment, net 30 from invoice (Reference Proposal Clarification #10 for FAT description)
- 10% on Site Acceptance Testing (SAT), net 30 from invoice, no later than 90 days from shipment (or ship ready)

Down Payment Due with PO, All Progress Payments are Net 30 Days from Invoice

3.6 Tempest Standard Terms & Conditions and Warranty:

TEMPEST, INC. TERMS AND CONDITIONS

QUOTATIONS: This proposal is void after thirty days, unless extended in writing by TEMPEST, INC., (Seller). It supersedes all previous quotations and agreements. Quoted delivery dates expire thirty (30) days after the date of quotation. Prices and specifications are subject to change prior to the acceptance of the Buyer's order by the Seller. Orders once accepted are not subject to cancellation except on the basis of terms acceptable to the Seller. Failure of the Buyer to make timely progress payments shall allow the Seller, at its sole discretion, to declare the contract to have been breached by the Buyer. The Seller reserves the right to make changes in design, manner of construction, use of materials, or auxiliary equipment, at any time without incurring any obligation toward any Buyer or user of apparatus previously designed or sold. Issuance of an order or acceptance of this proposal constitutes acceptance of the above conditions, all conditions printed on the reverse side hereof and all other terms and conditions contained herein. Typographical errors and clerical errors are subject to correction.

USE OF SPECIFICATIONS, DRAWINGS AND RESERVATION OF COPYRIGHTS: Seller reserves all copyright rights in this proposal and in all accompanying specifications and drawings. This proposal and all such specifications and drawings are submitted to Buyer solely for the Buyers consideration and in confidence, remain the Sellers property subject to recall by Seller, and are not to be published, reproduced, copied in whole or in part, loaned or otherwise communicated to any third party without Sellers written permission. Drawings accompanying this proposal are to be used for construction purposes.

TERMS: All payments are to be made in United States current funds at par. Terms to customers with approved credit are Net 30 days from the date of the invoice unless otherwise stated herein. All payments thirty (30) days in arrears are subject to a finance charge of 1-1/2% per month on the outstanding balance provided however, if applicable state law provides for a maximum interest rate which is lower, the lower rate shall apply. Terms of payment should not be affected in any way should the equipment be damaged or destroyed after transfer to the carrier.

TAXES: Quoted prices do not include taxes, duties and/or tariffs. Buyer agrees to pay such taxes, duties or tariffs that may be imposed upon this transaction, unless Buyer demonstrates exemption to the satisfaction of TEMPEST, Inc.

CONDITIONS OF SALE: Acceptance of an order relative to or resulting from this proposal is expressly conditioned on the Buyer's agreement that the terms and conditions set forth herein, together any plans or specifications approved in writing by TEMPEST, Inc., are the sole terms and conditions of the Order and constitute a contract representing the entire agreement of the parties with respect to subject matter thereof. No amendment, modification or waiver of the terms and conditions of the Order shall be binding on TEMPEST, Inc. unless made in writing and signed by an authorized representative of TEMPEST, Inc. Any additional or different terms and conditions contained in Buyer's prior orders or responses to this Order shall be deemed objected to by TEMPEST, Inc. without need of further notice of objection and shall not be effective or binding unless assented to in writing signed by an authorized representative TEMPEST, Inc. Buyer shall be deemed to have assented to all terms and conditions contained herein upon performance or part performance by TEMPEST, Inc. under this contract. Should there be conflict with any terms or conditions of any contract or purchase order used by Buyer, the terms and conditions in any contract or purchase order used by Buyer, the terms and conditions herein shall prevail.

BUYER SPECIFICATIONS: (A) In the event Buyer furnishes specifications and designs for the equipment and appurtenances thereto, or specifies omissions there from, or requires the use of specific components, or furnished any portion of said equipment and appurtenances, then (1) Buyer will save Seller harmless from claims, costs and expenses of any patent infringement, or the causes of action arising from injuries sustained the operation of such equipment and appurtenances: (2) Seller shall not be responsible for the accuracy, suitability of design, safety specifications nor performance any apparatus built in conformity thereto ; and (3) Buyer shall rely solely upon the warranties provided by the manufacturer of the specified component. (4) Buyer supplied materials shall be insured by the Buyer for damage or loss while in TEMPEST, Inc.'s possession. If TEMPEST, Inc. is to insure said goods while in its possession, Buyer must provide written advance notice of goods and Buyer agrees to accept and pay for all costs incurred in obtaining or providing such insurance. (5) Seller will not be responsible for purchasing or acquiring replacements for Buyer supplied goods. Buyer will be charged all additional costs incurred when a Buyer supplied item must be removed, returned, replaced or modified. (B) In the event the Buyer desires changes in specifications furnished by Seller, such changes shall be subject to Seller's acceptance and any increased cost resulting there from shall be paid by the Buyer upon invoice.

DELAYS: (A) TEMPEST, Inc. will not be liable for any delay in the performance of this contract or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, materials or supplies, transportation delays or other cause or causes (whether or not similar in nature to any of those hereinabove specified) beyond its control. (B) Should deliveries be delayed by the Buyer, the Buyer shall compensate the Seller for any loss, damage and additional expense suffered or incurred by Seller as a result of such delays and the time for completion of the deliveries will be extended by an amount equal to such delay plus any additional time required due to the rescheduling of Seller's facilities and change in material availability from suppliers. In the event of such a delay, the entire purchase price (less the price of any incomplete work) together with extra cost of storing and handling the equipment during the period of delay shall be due and payable forty five (45) days from the date the equipment was originally scheduled to be shipped and all charges subsequently occurring shall be due and payable at the end of each thirty (30) day period thereafter or upon shipment, whichever occurs first.

DELIVERY: Delivery dates specified are dependent upon the timely receipt of all data required to facilitate the design and construction of the equipment, and of all materials required for construction and testing. Unless otherwise specified by TEMPEST, Inc. delivery of the equipment shall be made F.O.B. our plant to a common carrier, licensed trucker, TEMPEST, Inc. truck or into storage at request of the Buyer at Buyer's expense and risk. Receipt of the equipment by the Buyer upon its delivery shall constitute a waiver of all claims for loss or damage due to delay.

RESPONSIBILITY AND TITLE: Title in the equipment shall remain with TEMPEST, Inc. as a security only and until full payment therefore. Risk of loss for the equipment shall pass to Buyer upon shipment from F.O.B. point.

DAMAGE CLAIMS: All claims for the breakage or damage or shortages whether concealed or obvious, must be made to the carrier by the Buyer within ten (10) days after receipt of the shipment or within the time required by the carrier, whichever shall be less. TEMPEST, Inc. will be glad to render the Buyer reasonable assistance in the securing of adjustment of such damage claims.

CANCELLATION AND TERMINATION: Any order placed with TEMPEST, Inc. can be cancelled by the Buyer only upon payment of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by TEMPEST, Inc. No termination by Buyer for default shall be effective unless and until TEMPEST, Inc. shall have failed to correct such alleged default with forty five (45) days after receipt by TEMPEST, Inc. of the written notice specifying such default.

EQUIPMENT WARRANTY: Seller expressly warrants that, upon shipment equipment manufactured by it will be free from defects in material, workmanship, and title. This warranty is exclusive and is offered IN LIEU OF ALL IMPLIED OR STATUTORY WARRANTIES (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS. If any item manufactured by Seller shall prove defective in material and/or workmanship, within one year within the date of shipment, Buyer shall notify Seller in writing of such defect or noncompliance with ninety (90) days of discovery of such defect or noncompliance and Seller shall, at its option, modify, repair, or said item or refund the purchase price of said item. Seller shall have the option to require that the item be returned to its factory, or to make such adjustment at the point of installation. Seller shall have no responsibility if such item has been improperly stored, installed, operated, or maintained or if Buyer has permitted unauthorized modifications, adjustments, and/or repairs to the item. TEMPEST, Inc. shall not be responsible for providing working access to the defect, including the removal disassembly, replacement or reinstallation of any equipment, materials or structures. Adjustments for items of equipment supplied by the Seller but not manufactured by Seller shall be made to extent of any warranty of the manufacturer or supplier thereof. Defective parts shall be returned to us F.O.B. our factory, and repaired or replacement parts shall be shipped by us F.O.B. our factory. The removal by Buyer of parts returned to us for repair or replacement and the installation by Buyer of replacement or repaired parts shall be at Buyers expense. No work will be done by us at the site of the installation unless in our opinion it is impractical for Buyer to remove the defective part and return it to our factory. Repairs, replacements or adjustments for which we are responsible will be made as promptly as possible within standard working hours. Overtime, if required, will be paid for by the Buyer. The speed of production or output that are beyond the control of the Seller and if set forth in the specifications shall be treated as an estimate. Seller shall be responsible for the apparatus if modified, repaired or altered by others. This warranty becomes null and void at any time TEMPEST, Inc. determines that the equipment has been altered or tampered with in any way or that the equipment has been subject to neglect, accident, misuse, abuse, improper installation or has been damaged by any casualty. The foregoing shall be Seller's sole and exclusive remedy for any action, whether based on breach of contract or in tort, including negligence. Warranties specifically exclude any equipment designed by or provided by the Buyer and/or the Buyers agents

SERVICE: Seller warrants the work done by its representative to be free from defect in workmanship for a period of 90 days after the date the work is supplied. There are no other warranties, express or implied. If any portion of the work proves to be defective within such 90 day period Buyer shall notify Seller in writing, within 30 days of such defect and Seller will, at its own expense, supply the necessary technical direction or consultation to correct the defect. The foregoing shall constitute the sole remedy of the purchaser and the sole liability of the Seller whether in warranty or otherwise.

RETURNED GOODS: Goods will not be accepted for return without written authorization by TEMPEST, Inc.

INSTALLATION AND SERVICE: All apparatus shall be installed by and at the expense of Buyer, unless otherwise expressly stipulated. Should Buyer request the use of servicemen not specifically provided for and included in the contract price, additional charges will be payable to Seller at TEMPEST, Inc. prevailing per diem rates for such services, plus travel and living expenses. The Buyer: (A) is responsible for the strength of building members supporting this installation, (B) will remove any obstructions that may interfere with installations as shown, and make any necessary changes unless otherwise specifically stated, (C) is to procure and pay for any necessary permits, and is responsible for compliance with all Federal, (including OSHA), state and local laws and ordinances, (D) is to secure State Labor Department approval if required, (E) will receive, unload, properly store, and protect form damage the equipment, and place it at the site of installation prior to arrival of our installers, (F) is to furnish and install switch and fuse box and make electrical connections to building current, (G) will provide necessary connections to air and/or hydraulic supply, (H) will readily provide reasonable access to the work area, (I) is responsible for the cutting and patching of building as required. Unless otherwise expressly stipulated, per hour and per diem prices for service and installation do not include any parts required to perform the task nor any time outside the normal working hours which are 8:00 am to 4:30 pm, Monday through Friday with one half hour for lunch, except Sellers recognized holidays.

LOCAL LABOR: In areas where local labor practice dictates that the Service Engineer be assisted by Construction Craft personnel while performing his on-site service functions, the Seller will not accept charges for such assistance, unless such charges have previously been agreed to and accepted in writing by the Seller's Authorized representative.

SAFETY DEVICES, GUARDS AND WARNINGS: Seller is only responsible for furnishing safety devices, guards, and providing warnings concerning the safety of its equipment or the installation thereof as specifically set forth in this proposal. Buyer shall be responsible for providing all other safety devices, guards or warnings concerning the safety of the equipment or the installation thereof. To the extent permitted under applicable law, Seller will indemnify and hold Buyer harmless from any claim or cause by action of a third party (other than your employees) for personal injuries arising out of Buyers failure to provide the safety devices, guards or warnings which are Buyer's responsibility set forth above.

COPYRIGHTS AND PATENTS: Except as herein set forth, in case any suit proceeding alleging copyright or patent infringement is threatened or instituted against the Buyer and is based upon a claim that any program, apparatus, or a part thereof, furnished under this contract constitutes an infringement of any United States copyright or patent issued prior to the date of the Seller's proposal, Buyer agrees that no claim shall be made against Seller unless Buyer has notified Seller promptly, in writing, of the threat or institution of said suit or proceeding and unless Buyer gives Seller full authority, information, assistance and cooperation in the investigation of all facts and in the preparation and maintenance of any defense. In any such event it is further agreed that Seller shall have the following options: (1) Seller may defend said suit or proceeding in behalf of Buyer and pay all damages and cost awarded herein against the Buyer; or (2) Seller may replace said program, apparatus, or part with non-infringing program, apparatus, or part; or (3) Seller may procure for the Buyer the right to continue using said program, apparatus or part; (4) Seller may remove said program, apparatus, or part and refund to Buyer the purchase price less 20% thereof for each year or fraction of a year since the date the same was purchased by Buyer. The foregoing states Seller's entire liability for copyright or patent infringement of any program, apparatus, or part furnished hereunder, which liability shall cease and terminate five years following the date of purchase.

DISCLAIMER OF DAMAGES: SELLER SHALL NOT BE LIABLE FOR SPECIAL, OR INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PERSONS, DAMAGES TO PROPERTY OR OTHER DAMAGES UNDER ANY CIRCUMSTANCES, including, but not limited to, damage or loss resulting from inability to use the equipment, increased operating costs, loss of production, cost or purchased or replacement equipment, loss of anticipated profits, repair expenses, or for any special, incidental, or consequential damages, whether similar or dissimilar, of any nature arising at anytime from any cause whatsoever whether based in contract, in tort (including negligence) or any other theory of law.

LIMITATION: Seller's maximum liability hereunder arising from any cause whatsoever, whether based in contract tort (including negligence) or any other theory of law, shall not exceed the contract price. Any above mentioned cause of action must be commenced within one year from the date of which action accrues.

AMENDMENTS: This contract may not be modified nor rescinded in any manner except by the written agreement of both Buyer and TEMPEST, Inc.

INVALID PROVISIONS: In case any one or more of the provisions contained in these terms and conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect the other provisions thereof, and the terms and conditions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

ASSIGNMENT: This agreement may not be assigned by the Buyer without the written consent of TEMPEST, Inc. except (1) to a successor corporation by merger or consolidation of the Buyer, or (2) to any corporation acquiring by sale, lease or otherwise substantially all of the property, assets and business of the Buyer or any division or segment thereof having control of the activities or business to which this agreement relates, or (3) to any corporation controlling, controlled by or under common control with the Buyer.

DEFINITIONS: "Equipment" shall mean the goods, as described by invoice, shipped from TEMPEST, Inc.

GOVERNING LAW: The law of the State of Ohio shall govern the validity, performance, interpretation and the effect of this agreemen

1 year Limited Warranty
Tempest warrants that the entire equipment manufactured and supplied by Tempest shall be free from defects in material, workmanship, and title for a period of fifteen (15) months from the date of shipment or one (1) year from start-up/acceptance date provided start-up/acceptance is within 90 days of equipment shipment date. This warranty does not cover the cost of labor beyond the start-up/acceptance period. If equipment and/or any item manufactured by Tempest shall prove defective in material and/or workmanship, within the warranty period, Buyer shall notify Tempest in writing of such defect or noncompliance within thirty (30) days of discovery of such defect or noncompliance and Tempest shall, at its sole discretion, modify, repair, or refund the purchase price of said item. Tempest shall have the option to require that the item be returned to its factory, or to make such adjustment at the point of installation.

2 Year Limited Warranty - Electrical Control System
Tempest warrants the electrical controls system (excluding wiring and control sensors) to be free from defects in material and workmanship for a period of two (2) years from the date of shipment. If equipment and/or any item related to electrical controls (i.e. PLC and UMI) provided with the equipment shall prove defective in material and/or workmanship, within the warranty period, Buyer shall notify Tempest in writing of such defect or noncompliance within thirty (30) days of discovery of such defect or noncompliance and Tempest shall, at its sole discretion, modify, repair, or refund the purchase price of said item. Tempest shall have the option to require that the item be returned to its factory, or to make such adjustment at the point of installation.

3 Year Limited Warranty - Custom Built Chassis and Structural Piping
Tempest warrants the structural integrity of its equipment to be free from defects in material and workmanship for custom built chassis and piping for a period of three (3) years from the date of shipment. If equipment and/or any item related to structure or piping built by Tempest shall prove defective in material and/or workmanship, within the warranty period, Buyer shall notify Tempest in writing of such defect or noncompliance within thirty (30) days of discovery of such defect or noncompliance and Tempest shall, at its sole discretion, modify, repair, or refund the purchase price of said item. Tempest shall have the option to require that the item be returned to its factory, or to make such adjustment at the point of installation.

This warranty is conditioned upon the determination of a Tempest authorized representative that the equipment or material is defective and that the equipment is/has been operating within its originally specified functional and performance requirements agreed upon. This warranty does not apply to equipment damaged from accident, overload, abuse, misuse, negligence, faulty installation or abrasive or corrosive material, equipment that has been altered, or equipment repaired by anyone not authorized by Tempest. **This warranty applies only to Tempest equipment installed, operated and maintained in strict accordance with the written specifications and recommendations provided by Tempest and/or its authorized field personnel.**

Tempest, Inc. shall not be responsible for providing working access to the defect, including the removal disassembly, replacement or reinstallation of any equipment, materials or structures. Adjustments for items of equipment supplied by the Tempest but not manufactured by Tempest shall be made to extent of any warranty of the manufacturer or supplier thereof. Defective parts shall be returned to us F.O.B. our factory, and repaired or replacement parts shall be shipped by us F.O.B. our factory. The removal by Buyer of parts returned to us for repair or replacement and the installation by Buyer of replacement or repaired parts shall be at Buyers expense. No work will be done by us at the site of the installation unless in our opinion it is impractical for Buyer to remove the defective part and return it to our factory. Repairs, replacements or adjustments for which we are responsible will be made as promptly as possible within standard working hours. Overtime, if required, will be paid for by the Buyer. The speed of production or output that are beyond the control of the Tempest and if set forth in the specifications shall be treated as an estimate. Tempest shall not be responsible for the apparatus if modified, repaired or altered by others. This warranty becomes null and void at any time TEMPEST, Inc. determines that the equipment has been altered or tampered with in any way or that the equipment has been subject to neglect, accident, misuse, abuse, improper installation or has been damaged by any casualty. The foregoing shall be Tempest's sole and exclusive remedy for any action, whether based on breach of contract or in tort, including negligence. Warranties specifically excludes any equipment designed by or provided by the Buyer and/or the Buyers agents.

This warranty is exclusive and is offered IN LIEU OF ALL IMPLIED OR STATUTORY WARRANTIES (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS. TEMPEST SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE ORIGINAL PRICE OF THE EQUIPMENT.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Contract for Stormwater Management Review
Submitted By: Leo Evans	Department: Engineering

Brief Summary: Staff is requesting approval of an as needed services contract with Eng. to review stormwater management for development within the city limits.

Detailed Summary: Many of the developments within our city limits are experiencing delays when working with the county's water resources office. Staff worked with the Water Resources Commissioner to discuss alternatives, and all agree that the best option is for city staff to manage the process moving into the future. Eng., Inc. currently provides stormwater management review services for the county Water Resources Commissioner so staff requested a proposal from Eng., Inc. to provide consistency and experience for future developments. New fees will cover the expenses to review the projects.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve the as needed services contract with Eng., Inc.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Eng. Engineering & Surveying

With offices in Lansing
and Grand Haven
engdot.com

4063 Grand Oak Drive
Suite A109
Lansing, MI 48911
517.887.1100

16930 Robbins Road
Suite 105
Grand Haven, MI 49417
616.743.7070

October 15, 2021

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

RE: Proposal for As-Needed Consulting Engineering Services

Dear Mr. Evans:

Thank you for the opportunity to submit this proposal for As-Needed Consulting Engineering Services for the City of Muskegon. We understand that general consulting services will be necessary primarily to perform storm water management reviews in accordance with the Muskegon County Site Development Rules with Procedures and Design Standards for Stormwater Management and as other situations may arise and require expedited attention.

We have attached a fee schedule outlining billing rates by individual. Ryan C. McEnhill, PE will be the Principal-in-Charge ensuring adequate resources and staffing, track budgets, and perform Quality Assurance and Quality Control reviews to ensure a quality deliverable. Joseph W. Westerbeke, PE will be the Project Manager and your main point of contact. Mr. Westerbeke is a Certified Floodplain Manager and Water Resources expert who has performed over 50 site plan reviews for storm water management in just the past 10 months in both Muskegon and Ottawa Counties. Both Ryan and Joe work from the Grand Haven office and are located in close proximity to the City of Muskegon offices, allowing for a quick response time.

Eng., Inc. requests that you sign this proposal and return it to us if it meets with your approval. By accepting this proposal, Eng., Inc. understands that the undersigned is authorized to enter into this agreement, and that you accept the terms and conditions included in the Eng., Inc. Agreement for Engineering and Surveying Services as modified by the Supplement to the Agreement, both of which are attached to this proposal. If you wish to discuss the scope of work included in this proposal or the terms and conditions in the Agreement for Engineering and Surveying Services or its Supplement, please contact us.

We look forward to working with you.

Sincerely,

Eng., Inc.

Ryan C. McEnhill

Ryan C. McEnhill, PE
President

enclosure: Eng. Inc. Graduated Fee Schedule (2021-2024)
Resumes
Eng., Inc. Agreement for Engineering and Surveying Services
Supplement to the Eng., Inc. Agreement for Engineering and Surveying Services

____
Proposal accepted by City of Muskegon, Leo Evans, PE, Director of Public Works

________________________ ____________________
Leo Evans, PE Date

Eng., Inc.
FEE SCHEDULE

	Hourly Rate 2022	Hourly Rate 2023	Hourly Rate 2024
Principals			
Ryan McEnhill, PE	$185	$190.55	$196.27
Erik Morris, PE	$185	$190.55	$196.27
Engineers			
Joe Westerbeke, PE	$120	$123.60	$127.31
Mitchel Thelen, PE	$100	$103.00	$106.09
Christopher Harrington	$100	$103.00	$106.09
Jacob Rickner	$85	$87.55	$90.18
Matthew Frezza	$85	$87.55	$90.18
Linda Cook	$80	$82.40	$84.87
Katie Church	$80	$82.40	$84.87
Stephanie Whitney	$80	$82.40	$84.87
Sarah Neiser	$80	$82.40	$84.87
Viola Dagadu	$75	$77.25	$79.57
CAD Manager			
Steve Mayes	$115	$118.45	$122.00
Survey Manager / Senior Project Engineer			
Mike Gazella, PE, PS	$145	$149.35	$153.83
Land Surveying			
Tony Sinnaeve	$85	$87.55	$90.18
Jim Roeger	$85	$87.55	$90.18
Single Surveyor	$110	$113.30	$116.70
Two-person crew	$165	$169.95	$175.05
Three-person crew	$190	$195.70	$201.57
Engineering / CAD / Survey Technician			
Scott Smith	$80	$82.40	$84.87
Juan Martinez	$55	$56.65	$58.35
Carlos Reyes	$55	$56.65	$58.35
Public Relations / Community Outreach			
Natalie Angst	$55	$56.65	$58.35
Word Processing / Data Processing			
Jan Schneider	$55	$56.65	$58.35

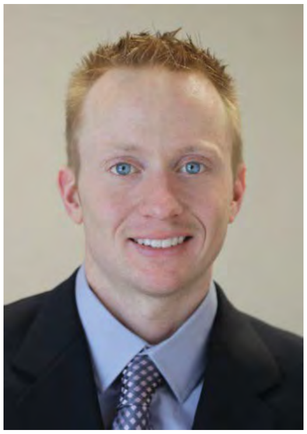
Expenses: .... cost plus 15%

- Laboratory and Testing Fees
- Subcontract Engineering Services
- Title and Database Searches
- Field Supplies
- Maps and Other Government Documents
- Shipping Charges
- Colored Photocopies and Photograph Reproduction
- Certified Mail Charges
- Aerial Photography

Nuclear Density Gauge rental rate .... $200 per day

Ryan C. McEnhill, PE

Corporate President



Education
B.S., Civil Engineering, 2004
Michigan State University
East Lansing, MI

Undergraduate Studies:
Emphasis in
Chemical Engineering
Western Michigan University
Kalamazoo, MI

License
Michigan Licensed Professional
Engineer #56096

Certification & Training
EGLE Certified Storm Water
Management - Construction Site:
A-1j #C-10932

EGLE Certified Soil Erosion and
Sediment Control Agent, Plan
Review & Design: SE/C #01489

Professional Experience
2002 – Present: President
Eng., Inc.
Lansing, MI

In his nineteen years with Eng., Inc. Mr. McEnhill has gained extensive experience in the design and construction of road and utility projects throughout Michigan. Beginning his career in our Lansing, MI office he quickly became the lead design engineer on municipal engineering projects including road improvements, bike paths, water distribution systems, sanitary sewers, and drainage systems. In 2017, he became the manager of our first branch office in Grand Haven, MI while performing all QA/QC reviews companywide on municipal projects. In 2019, Mr. McEnhill became a Principal Partner at Eng., Inc. and currently serves as its President.

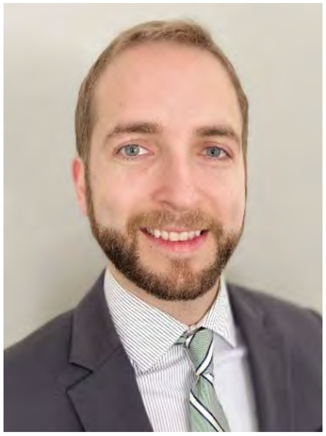
Mr. McEnhill's experience includes recent road reconstruction and utility projects for the cities of Muskegon, Lansing, Norton Shores, Owosso, and the Ingham County Road Department. Mr. McEnhill has also worked on hundreds of water resources projects for County Drain Commissioners and Water Resource Commissioners throughout the state of Michigan, including conducting storm water management reviews for several Counties. Mr. McEnhill is considered an expert in the Water Resources field by his peers.

Representative Projects

- FY22 STP Waverly Road Major Street Project, City of Lansing, MI
- Forest Park Road Reconstruction, City of Norton Shores, MI
- Grand Haven High School Roadway Design, Grand Haven Area Public Schools
- Seminole Road Reconstruction Project, City of Norton Shores, MI
- Black Creek Consolidated Drain, Muskegon County, MI
- Park Street Improvement Project, City of Muskegon Heights, MI
- 2019 Safety Project, Padelt & Seminole Crosswalk, City of Norton Shores, MI
- 2019 (FY20) HMA & HIP Construction Oversight, City of Norton Shores, MI
- SRF Project No. 4 & No. 10, City of Muskegon, MI
- Frandora Hills Sanitary Sewer Rehabilitation, City of Lansing, MI
- Washington Street Improvements, City of Owosso, MI
- 2019 City Sidewalk Construction, Norton Shores, MI
- Discount Tire, Multiple Sites, Michigan and Ohio
- Ottawa County Water Resources Commissioner – Lovell Park South Drain Improvements, Ottawa County, MI
- Grand Haven Area Public Schools – Ferry Elementary Playground Site Survey & Design, Grand Haven MI
- Ribe Drain Bore & Jack, Muskegon County, MI
- 2016 City Street Reconstruction, City of Norton Shores, MI
- 2014 Sanitary Sewer Rehabilitation, City of Lansing, MI
- Mt. Garfield/Davis, Rood & Green Street Reconstruction, City of Norton Shores, MI

Joseph W. Westerbeke, PE

Project Manager



Education
B.S., Civil Engineering, 2012
Calvin College
Grand Rapids, MI

License
Michigan Licensed Professional Engineer #6201064727

Illinois Licensed Professional Engineer #062-068603

Certification & Training
Certified Flood Plain Manager: #US-17-09976

EGLE Certified Storm Water Management - Construction Site: A-1j #C-20486

Professional Activities
Michigan Stormwater & Floodplain Association

Professional Experience
2021 – present: Project Manager
Eng., Inc.
Grand Haven, MI

2012 – 2020: Project Engineer and Water Resources Engineer for other professional design firms

Joseph Westerbeke is a Project Manager with exceptional experience in stormwater systems, permitting and Soil Erosion and Control design and inspection. He is adept in design and analysis of stormwater systems for roadways, commercial and residential developments, and County Drains. Additionally, he is proficient in floodplain analysis and mapping, stormwater feasibility, master plan studies, developing Stormwater Asset Management Plans for SAW grants, and performing Mass Flow Monitoring to determine locations of inflow and infiltration in wastewater systems.

Eng. relies on Mr. Westerbeke's talent and specialty in all engineering services related to water supply and drainage systems. Although he is new to our company, his work demonstrates the efficiency, knowledge, and attention to detail that validates the confidence Eng. has placed in his performance.

Representative Projects at Eng.

- Drafted Updated Storm Water Standards, Barry County Drain Commissioner, Michigan
- Site Reviews for Stormwater Compliance, Muskegon County and Ottawa County Water Resources Commissioners

Representative Projects at Other Professional Design Firms

- I&M Canal Trail & Culvert Restoration, Capital Development Board – Utica, Illinois
- Sunset Park Green Infrastructure Basin, City of Middletown, Ohio
- Muirhead Springs Wetland & Stream Mitigation Bank, Forest Preserve, District of Kane County, Illinois
- Fairmont Community Drainage Improvements, Will County Land Use Department – Lockport, Illinois
- Tri-State Tollway (I-294) Widening & Rehabilitation, Illinois Tollway –Franklin Park & Schiller Park, Illinois
- Erie Street & Mayo Avenue Flood Prone Area Studies, City of Wheaton, Illinois
- Downtown Oak Park Watermain &Sewer Improvements, Village of Oak Park, Illinois
- Downtown Joliet Sanitary & Storm Sewer Improvements, City of Joliet, Illinois
- Melvina Ditch Reservoir Expansion, Metropolitan Water Reclamation, District of Greater Chicago, Bedford Park & Burbank, Illinois
- North Mill Creek Channel Restoration, Lake County Forest Preserves, Antioch, Illinois
- Stormwater Master Plan for Roberts Road Drainage Area, Metropolitan Water Reclamation District of Greater Chicago – Justice, Palos Hills, Hickory Hills & Bridgeview, Illinois

AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

These General Conditions of Service are incorporated into the foregoing Proposal along with any Supplemental Conditions of Service or Special Conditions of Service. Together these documents constitute the Agreement. Client understands that the acceptance of the Proposal indicates acceptance of the Agreement under which services are to be performed for Client by Eng.

1 DEFINITION OF PARTIES

Eng. includes the company Eng., Inc., including its branch offices, subsidiaries and affiliates, and all its officers, employees, agents, subcontractors, and assignees. Client includes the company, partnership and/or individual who execute(s) the foregoing proposal, and its/their officers, partners, agents, employees and assignees.

2 SCOPE OF WORK

The scope of work includes all services specified in the foregoing proposal, and other incidental services reasonably necessary to fulfill the obligations under this Agreement. Except as otherwise noted in this Agreement, or as agreed to in writing between Eng. and Client, Eng. shall serve as an independent contractor to Client, and not as Client's agent. Eng. shall have control over and be responsible for the means and methods for providing services under this Agreement.

3 CHANGED CONDITIONS

Client understands that the scope of work and time schedules defined in the Proposal were developed using information provided to Eng. by Client. If this information is incomplete or inaccurate, or if the site or work conditions vary from those indicated by Client, or if Client directs Eng. to modify the original scope of work defined in the Proposal, Eng. shall prepare and Client shall execute a written amendment to the Agreement to adjust the costs and/or performance time for the work. Consent to amendments shall not be unreasonably withheld.

4 USE OF SUBCONTRACTORS

Eng. and Client understand that irrespective of the assignment provisions in Paragraph 27 of this Agreement, Eng. may retain subcontractors to perform services customarily performed by subcontractors.

5 INFORMATION PROVIDED BY CLIENT

Client will make available to Eng. all relevant information required by Eng., and will instruct Eng. fully as to Client's requirements, including design objectives, constraints and criteria, special equipment and systems, site requirements and construction budget. Eng. will be entitled to rely upon the accuracy and completeness of all such information and data furnished by Client or the Client's other consultants whether such consultants are engaged at the request of Eng. or not.

6 SURVEYING, GEOTECHNICAL AND OTHER TESTING

Unless expressly agreed to otherwise, all labor, equipment and supplies required to fulfill the scope of work for each project will be provided by Eng. When requested by Eng., the Client will engage other consultants directly to obtain information necessary for Eng. to fully carry out its duties, such information to include a legal survey of the site, site utilities data, geotechnical reports and appropriate test data.

7 REVIEW OF DOCUMENTATION

The Client will designate in writing a representative to have authority to transmit instructions to and receive information from Eng. The Client will promptly review all documentation submitted by Eng., and inform Eng. of decisions in time for the orderly progress of its services and of the work on the Client's project. The Client will immediately notify Eng. whenever the Client, or the Client's representative becomes aware of a defect or deficiency in the work or the contract documents.

8 PERMITS AND APPROVALS

Unless otherwise provided in this agreement or explicitly required by legislation, where the work of Eng. is subject to the approval or review of an authority, department of government, or agency other than the Client, preparation of applications for approval or review will be the responsibility of Eng. Unless expressly directed to do otherwise in writing, these applications will be provided to the Client for the Client's direct submittal to the approving or reviewing body. The Client will obtain all required consents, approvals and licenses and permits from authorities having jurisdiction. The Client will also arrange and pay for tender advertising and any necessary legal, financial or insurance counseling services required for the project.

9 JOBSITE SAFETY

Eng. is solely responsible for its own employees' activities on the jobsite. This statement will not be construed, however, to relieve the Client and other contractors from their responsibilities for maintaining a safe jobsite.

The Client agrees that each contractor hired by the Client is solely responsible for its own personnel's jobsite safety, and warrants that this intent will be made evident in the Client's agreements with other contractors.

10 POTENTIAL PROPERTY DAMAGE

The Client understands that use of exploration and construction equipment may cause some damage, and agrees that any repair or site restoration is the Client's responsibility.

11 BURIED UTILITIES

The Client will furnish to Eng. information identifying the type and location of utility lines and other manmade objects beneath the site's surface when drilling or digging is required to fulfill the obligation of this agreement. Eng. will take reasonable precautions to avoid damaging these manmade objects and will, prior to penetrating the site's surface, furnish to the Client a plan indicating the locations intended for these penetrations with respect to what Eng. has been told are the locations of utilities and other manmade objects beneath the site's surface. The Client will approve the location of these penetrations prior to their being made and the Client will authorize Eng. to proceed.

12 BILLINGS AND PAYMENTS

Client shall pay Eng. for services performed in accordance with the rates and charges listed in this Agreement and any related documents. Invoices will be submitted by Eng. from time to time, but no more frequently than every two weeks, and shall be due and payable within 30 calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall notify Eng. within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute.

Client shall pay an additional charge of 1.5 percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Eng. more than 30 calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.

Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on Eng.'s part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, Eng. may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend this Agreement, or terminate this Agreement as provided for in Paragraph 24.

13 RIGHT OF ENTRY

Client shall provide for Eng.'s right to enter from time to time property owned by Client and/or others so that Eng. may perform services on Client's behalf.

14 OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, specifications, drawings and other instruments of service shall remain the property of Eng. Eng. shall retain these records for five years following submission of its report, during which period they will be made available to Client at all reasonable times.

Any reuse of documents without written verification or adaptation by Eng. for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Eng., or to Eng.'s independent professional associates or consultants and the Client will indemnify and hold harmless Eng. and Eng.'s independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Eng. to further compensation at rates to be agreed upon by the Client and Eng.

All concepts, products or processes produced by or resulting from the services rendered by Eng. in connection with the project, or which are otherwise developed or first reduced to practice by the engineer in the performance or service, and which are patentable, capable of trademark or otherwise, will be and remain the property of Eng.

The Client will have a permanent, non-exclusive, royalty-free license to use any concept, product of process, which is patentable, capable of trademark or otherwise, produced by or resulting from the services rendered by Eng. in connection with the project, for the life of the project, and for no other purpose or project.

15 STANDARD OF CARE

Services performed by Eng. under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other engineers currently practicing in the same locality under similar conditions. **No other representations, warranties, or guarantees, express or implied, are created by statute or common law, nor extended by rendering consulting services or by furnishing any oral or written report, opinion, document or information about Eng.'s findings.**

16 TRANSFER OF INFORMATION

Client and Eng. understand that all work performed under this Agreement is for the sole use of Client and to fulfill the purpose of this agreement. Client further agrees that Eng. is not responsible for interpretation by others of any reports, opinions, documents or information provided to Client by Eng., and Client will indemnify, defend and hold Eng. harmless from any claim or liability for injury or loss caused by the use of same by any third parties.

17 OPINIONS OF COST

Since Eng. has no control over the cost of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, Eng.'s opinions of probable Total Project Costs or Construction Costs represent Eng.'s best judgment as an experienced and qualified professional engineer, familiar with the construction industry, but Eng. does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Eng. to the Client hereunder.

18 LIMITATION ON PROFESSIONAL LIABILITY

Client agrees to limit any liability of Eng. and its subcontractors which might arise from Eng.'s or its subcontractors' acts, errors or omissions, such that the aggregate liability of Eng. and its subcontractors shall not exceed $1,000,000.

Client agrees that each contractor hired by Client is solely responsible for its own negligent acts and warrants that this intent shall be made evident in the Client's agreements with other contractors. Client also warrants that in any separate agreements between Client and other contractors working alongside or in conjunction with Eng. on the jobsite, the other contractors have been or will be required to limit Eng.'s liability to $1,000,000 for any damages these contractors might suffer. Neither these contractors nor any of their subcontractors assumes any liability for damages to others which may arise on account of Eng.'s professional acts, errors or omissions, except as otherwise stipulated in this Agreement.

19 LIMITATION OF LIABILITY FOR FAILURE TO PROVIDE NOTICE OF HAZARDOUS CONDITIONS

Eng. may provide services and/or advice intended to protect Client and third parties from exposure to contamination, chemicals, and hazardous substances, or intended to reduce the possibility of property damage, injury or death. Client agrees that Eng. is not serving as Client's health and safety officer, and that Eng. is not expected to identify or anticipate every present or future potentially hazardous condition or procedure in the reviewed areas. When Eng. undertakes such activities or provides information to a Client, Client agrees to release, hold harmless and indemnify Eng. for all costs related to any liability resulting from failing to identify or notify Client of known or unknown hazardous conditions or procedures, failure to recommend or improperly recommending methods to reduce or eliminate risk, and/or failing to check to ensure that hazardous conditions or procedures identified by Eng. are corrected. The terms of this clause expressly include, but are not limited to, liability to third persons who will or might rely on information provided by Eng. to Client.

20 LIMITATION OF LIABILITY FOR LOST PROFIT

In no event shall Eng. be liable in contract, tort or otherwise for Client's loss of profits, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at anytime or from any cause whatsoever.

21 BAR TO LEGAL ACTION

All legal actions by either party against the other for breach of this Agreement or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that are essentially based upon such breach or such failure, shall be barred after two years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall a legal action be initiated after four years have passed from the date by which Eng. substantially completes its services. Substantial completion shall be defined to mean completion of monitoring services as called for in this Agreement, unless Eng.'s services are terminated earlier. After four years have passed from the date of substantial completion, Client agrees to defend, indemnify and hold Eng. harmless from any claim, liability, injury or loss allegedly arising form Eng.'s failure to perform in accordance with the applicable standard of care. In addition, Client agrees to compensate Eng. for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Eng.'s prevailing fee schedule and expense reimbursement policy.

22 ARBITRATION OF DISPUTES

All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or its breach, shall be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, unless the parties agree otherwise.

23 LEGAL EXPENSE

In the event of a claim against Eng., at law or otherwise, for any alleged error, omission or other act arising out of the performance of its services, and to the extent of failure to prove such claim, the Client shall pay all costs, including attorney's fees, incurred by Eng. in defending itself against the claim.

24 TERMINATION OF AGREEMENT

Client or Eng. may terminate this Agreement without penalty upon seven calendar days written notice to the other party, provided, however, that Client shall be obligated according to the terms of this Agreement for all services performed and obligations incurred by Eng. on Client's behalf as of the effective date of termination. When a "lump sum" agreement has been entered into, Eng.'s termination charges shall include an allowance for profit lost as a result of termination.

25 TERMINATION OF OFFER

Unless it is accepted in its entirety, or an extension of the time of acceptance is agreed to in writing by Eng., the proposal to which this Professional Services Agreement is attached shall terminate at the earliest of (1) 45 days after the date on the proposal or (2) upon communication to Client notice that the proposal is rescinded or modified.

26 SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Eng. shall survive the completion of the services contracted for and the termination of the Agreement.

27 ASSIGNMENT

Neither party to this Agreement shall assign its duties and obligations under this Agreement without the prior written consent of the other party, except as provided in Paragraph 4.

28 CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Michigan. Any action at law or in equity shall be brought in the courts of the State of Michigan.

29 SEVERABILITY

If any provision in this Agreement is deemed invalid or unenforceable, the other provisions of the Agreement shall remain in full force and effect, and binding upon Client and Eng.

30 SECTION HEADINGS

The heading or title of a section is provided for convenience and information and does not alter or affect the provisions included in this Agreement.

SUPPLEMENT TO THE ENG. AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

As of October 13, 2021, the Eng. Agreement for Engineering and Surveying Services (Agreement) is modified according to the following provisions for the duration of the Contract between Eng., Inc. (Consultant) and the City of Muskegon (Client) for:

As-Needed Consulting Engineering Services

14 OWNERSHIP OF DOCUMENTS section shall be replaced as follows:

14 OWNERSHIP OF INSTRUMENTS OF SERVICE
The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

23 LEGAL EXPENSE section shall be replaced as follows:

23 INDEMNIFICATION
Section 23 is deleted in its entirety.

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 10/26/2021	Title: Stormwater Management Review Fees
Submitted By: Leo Evans	Department: Engineering
Brief Summary: Set the fees for stormwater management review.	
Detailed Summary: The stormwater management review fees are used to cover expenses necessary for the review of proposed development within the City of Muskegon, including but not limited to: review of development plans and on-site inspections. If the expense to review the proposed development exceeds the amount of fees collected, the Developer will be responsible for the payment of all additional costs. Stormwater Review Base Fee $ 2,000.00	
Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): to be determined	Fund(s) or Account(s):
Recommended Motion: Approve the fees for block parties.	
For City Clerk Use Only: Commission Action:	

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 10-26-2021	Title: Brownfield Plan Amendment Public Hearing - Harbor 31 LLC (Trilogy Senior Housing Redevelopment Project), 60 Viridian Drive
Submitted By: Peter Wills	Department: Economic Development

Brief Summary: To hold a public hearing on the request for a Brownfield Plan Amendment for Harbor 31 LLC (Trilogy Senior Housing Redevelopment Project) and to consider the attached resolution.

Detailed Summary: Harbor 31 LLC requests a Brownfield Plan Amendment for a portion of the 5-acre site at 60 Viridian Drive, site of the former Teledyne Continental Motors industrial facility. Proposed redevelopment activities include 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 project will create a walkable community that provides access to Muskegon Lake, greenspace areas, and downtown Muskegon.

Total private investment, for this phase, not including property acquisition, is approximately $15M. The development is expected to start in Spring 2022 and continue through 2023. A revised Planned Unit Development (PUD) site plan was approved by the City Commission in January. This impactful waterfront multi-use project is another initiative which is key to the continued redevelopment of our downtown area.

The initial plan includes $4,378,740 in eligible costs. It is a local-only property tax capture plan, although through statute the plan is eligible for $119,500 for eligible environmental costs captured by state educational millage through EGLE. The local-only EGLE eligible costs are $920,000 and include $800,000 for due care. Local only MSF eligible costs are $3,339,240 and include $10,000 demolition, $781,968 site preparation and $490,000 for infrastructure improvements. The initial capture for phase one is estimated at $598,353 over the 27 years.

Capture of tax increment revenues for Developer reimbursement is anticipated to commence in 2025 (after the sunset of the Smart Zone tax abatement for the property) and end in 2049, a total of 27 years. This Plan Amendment assumes approximately three years of additional capture of tax increment revenues (following Developer reimbursement) for deposit into a Local Brownfield Revolving Fund, if available.

There is a 15 percent contingency in the plan. A request for 4% interest is included for all accrued and unreimbursed eligible activities on a yearly basis. There is an annual $10,000 administrative fee paid to the BRA.

In addition, the City has recently secured a State enhancement grant of $2.3M to be used to remediate contaminated soil and mitigate adjacent wetlands on site. A soil cap will be installed over the site to prevent human and animal interaction with previously impacted soils.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To close the public hearing and approve the Brownfield Plan Amendment for Harbor 31 LLC (Trilogy Senior Housing Redevelopment Project at Harbor 31) at 60 Viridian Drive with the attached resolution, authorizing the Mayor and City 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:

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

Trilogy Senior Housing Redevelopment Project at Harbor 31

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 12th day of October 2021 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members - M. Bottomley, J. Riegler, M. Johnson Sr., J. Moore, F. Peterson, F. DePung, D. Pollock.

ABSENT: Members - B. Hastings, M. Kleaveland, H. Systema, J. Wallace Jr., S. Black, D. Kalisz.

The following preamble and resolution were offered by Member F. Peterson and supported by Member J. Moore:

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 Trilogy Senior Housing Redevelopment Project at Harbor 31 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 Trilogy Senior Housing Redevelopment Project at Harbor 31 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: 7 (M. Bottomley, J. Riegler, M. Johnson Sr., J. Moore, F. Peterson, F. DePung, D. Pollock.

NAYS: 0

RESOLUTION DECLARED ADOPTED.

Martha Bottomley

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 October 12, 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.

Martha Bottomley
Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

Harbor 31 LLC 60 Viridian Drive

(Trilogy Senior Housing Redevelopment Project at Harbor 31)

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 26th day of October, 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 add Harbor 31 LLC, 60 Viridian Drive; 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 October 26, 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.

Ann Marie Meisch, City Clerk

Stephen J Gawron, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on October 26, 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 altered under Michigan Governor's Executive Order 2020-75 (COVID-19) 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 for the
Trilogy Senior Housing Redevelopment Project at Harbor 31
60 Viridian Drive
Muskegon, Michigan

Approved by the City of Muskegon Brownfield Redevelopment Authority ____________________

Approved by the City of Muskegon Board of Commissioners ____________________

Prepared with the assistance of:
Fishbeck
1515 Arboretum Drive SE
Grand Rapids, Michigan 49546
616-464-3876

Table of Contents

List of Figures

List of Tables

List of Attachments

1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the "Authority" or MBRA) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, 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 development incentives through tax increment financing for certain eligible properties.

This Brownfield Plan Amendment ("Plan Amendment") serves as an amendment to the City of Muskegon's existing Brownfield Plan, allowing inclusion of the eligible property described in Sections 1.1 and 1.2 below. Incorporation of eligible property into the City's Brownfield Plan permits the use of tax increment financing to reimburse Ryerson Creek Land Co., LLC ("Developer") for the cost of eligible activities required to redevelop the eligible property. See Attachment A for copies of Plan Amendment resolutions.

1.1 Proposed Redevelopment and Future Use for the Eligible Property

The Developer is proposing to redevelop a portion of the former Continental Motors industrial site located at 60 Viridian Drive, Muskegon, Michigan (the "Property"). Proposed redevelopment activities include the construction of an approximately 63,000 square foot multi-story senior housing building with surrounding asphalt parking areas, concrete walkways and landscaping (the "Project"). The Project will create a walkable community that provides access to Muskegon Lake, greenspace areas, and downtown Muskegon. Sustainable development concepts are proposed throughout the Project including green building techniques and low-impact development stormwater management. Total private investment, not including property acquisition, is approximately $15,000,000. The development will create approximately 10-20 new jobs (office and maintenance). Project renderings are provided as Attachment B.

The development is expected to start in Spring 2022 and continue through 2023.

1.2 Eligible Property Information

The approximately 5-acre Property is located in downtown Muskegon along the south shore of Muskegon Lake. The Property has been historically utilized for industrial purposes dating back to the 1800s. Based on a Phase II Environmental Site Assessment (ESA) completed in 2018 and historical environmental investigations conducted over the past 25 years, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) include heavy metals and volatile organic compound (VOCs). Groundwater contaminants with concentrations identified above Part 201 GRCC consist of VOCs.

The Developer did not cause the contamination and completed a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 PA 451, as amended (NREPA).

Given the known contamination, the Property is a "facility" pursuant to Part 201 of NREPA. As such, it is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Environmental data tables and figure showing the locations of soil and groundwater contamination are provided in Attachment C and Figure 3, respectively.

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

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Act 381 provides pre-approval for certain activities that have been conducted at the Property. Additional activities require BRA approval for reimbursement from local, school operating, and state education taxes. Tax increment revenues will be used to reimburse the Developer for the following eligible activities.

Tables 1a, 1b and 1c below provide an eligible activity cost summary for the Project.

Table 1a-Summary of Eligible Activity Costs	
EGLE Eligible Activities	**Estimated Cost**
Department Specific Activities	
1. Pre-Approved Sub-Total	
a. Site Assessment and BEA Activities	**$50,000**
b. Due Care Planning	**$50,000**
c. Documentation of Due Care Compliance	**$2,500**
d. Health and Safety Plan/Soil Management Plan	**$7,000**
EGLE Eligible Activities Sub-Total	**$109,500**
Brownfield Plan Amendment	$5,000
Brownfield Plan Amendment Implementation	$5,000
EGLE ELIGIBLE ACTIVITIES TOTAL COST	**$119,500**

Table 1b-Summary of Eligible Activity Costs	
Local Only EGLE Environmental Eligible Activities	**Estimated Cost**
2. Due Care (Sub-Total)	**$800,000**
a. Volatilization to Indoor Air Mitigation	$300,000
b. Engineered Barriers	$350,000
c. Dewatering	$150,000
Local Only EGLE Eligible Activities Sub-Total	**$800,000**
Contingency- EGLE Environmental Eligible Activities (15%)	$120,000
Local Only EGLE ELIGIBLE ACTIVITIES TOTAL COST	**$920,000**

Table 1c-Summary of Eligible Activity Costs	
Local Only MSF Eligible Activities	**Estimated Cost**
3. Demolition (Sub-Total)	**$10,000**
4. Public Infrastructure Improvement (Sub-Total)	**$490,000**
a. Water Mains	$70,000
b. Sanitary Sewer Mains	$45,000
c. Storm Sewer	$170,000
d. City Roadway Reconfiguration	$205,000
5. Site Preparation (Sub-Total)	**$781,968**
a. Clearing and Grubbing	$5,000
b. Geotechnical Engineering & Investigation	$105,000
c. Grading and Land Balancing	$671,968
Local only MSF Eligible Activities Sub-Total	**$1,281,968**
Contingency- MSF Non-Environmental Eligible Activities (15%)	$192,295
Interest (4%)*	$1,864,977
LOCAL ONLY MSF ELIGIBLE ACTIVITIES TOTAL COST	**$3,339,240**

*Interest calculated yearly based on eligible activity costs accrued

Total EGLE and local only environmental and MSF eligible activities costs is $4,378,740

2.2 Summary of Eligible Activities

Eligible activities as defined by Act 381 and included in this Plan Amendment consist of the following:

Pre-Approved Department Specific Activities: These activities are permitted to occur prior to Plan Amendment approval. Preparation of a Phase I ESA, BEA and due care documents are necessary to protect the new Property owner/Developer from cleanup liability for environmental contamination. Additional due care assessment and/or planning activities are anticipated, including but not limited to preparation of a soil management plan, health and safety plan, mercury soil gas testing and incremental soil sampling to determine direct contact obligations. Pre-approved activities can be reimbursed from state school and local tax increment revenues.

Due Care Activities: Due care activities will include implementation of a vapor intrusion mitigation system, as applicable, to prevent unacceptable exposures to potential indoor air inhalation concerns. Engineered barriers will be utilized to protect against any potential direct contact concerns related to known contamination, if necessary. During construction activities, dewatering may be necessary. Contaminated groundwater will be properly managed to comply with due care. Due care costs will include environmental consultant oversight and management.

Demolition: Select Site demolition will be necessary to facilitate safe redevelopment and reuse of the Property.

Infrastructure Improvements: Infrastructure improvements include water, sanitary sewer and stormwater main upgrades. Costs will include oversight, management, and professional fees associated with these activities.

Site Preparation: Site preparation is expected to include clearing and grubbing, geotechnical engineering, grading and land-balancing, engineered fill import and placement and temporary erosion control. Costs will include oversight, management, and professional fees associated with these activities.

Contingency: A 15% is included for all eligible activities not already completed to accommodate unexpected conditions encountered during the project.

Plan Amendment Preparation and Implementation: This Plan Amendment was required for authorization of reimbursement to the Developer from tax increment revenues under Public Act 381 of 1996, as amended. Implementation tasks include, but are not limited to the following: tracking contractor invoices, obtaining proof of payment, reviewing eligible activity expenses, and submitting reimbursement documentation to the City for processing.

Interest: 4% interest is included for all accrued and unreimbursed eligible activity on a yearly basis.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

For the purposes of this Plan Amendment, the taxable value base year is 2021. The 2021 taxable value of the eligible property is $246,100. After completion of the development, the taxable value is estimated at $5,250,000. This Plan Amendment assumes a 1.5% annual increase in the taxable value of the eligible property. Initial capture is anticipated to begin in 2026 (after the sunset of the Smart Zone tax abatement for the property in 2025).

The estimated captured taxable value for the redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2: Tax Increment Revenue Capture). Actual taxable values and tax increment revenues may vary year to year based on economic and market conditions, tax incentives, building additions, and property improvements, among other factors.

A summary of the estimated reimbursement schedule by year and in aggregate is presented as Table 3: Tax Increment Revenue Reimbursement Allocation.

Method of Financing and Description of Advances Made by the Municipality

The cost of the eligible activities included in this Plan Amendment will be paid for by the Developer. The Developer will seek reimbursement for eligible activity costs through capture of available local and state (as applicable) tax increment revenues as permitted by Act 381. Refer to Attachment D for a copy of the Reimbursement Agreement.

2.4 Maximum Amount of Note or Bonded Indebtedness

Bonds will not be issued for this Project.

2.5 Duration of Brownfield Plan

Capture of tax increment revenues for Developer reimbursement is anticipated to commence in 2025 and end in 2049, a total of 27 years. This Plan Amendment assumes approximately three years of additional capture of tax increment revenues (following Developer reimbursement) for deposit into a Local Brownfield Revolving Fund, if available.

2.6 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdiction

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Tables 2 and 3.

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

- The legal description is as follows:

  60 Viridian Drive

  CITY OF MUSKEGON LAKESHORE SMARTZONE UNIT O SBJT TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTIC EASEMENT REC L/P 3630/646

- The Property layout is depicted on Figure 2.
- The Property is considered an "eligible property" as defined by Act 381 because the Property is a facility pursuant to Part 201. Facility verification is included in Attachment C.
- New personal property added to the Property is included as part of the Eligible Property to the extent it is taxable.

2.8 Estimates of Residents and Displacement of Individuals/Families

No residents or families will be displaced because of the Project.

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

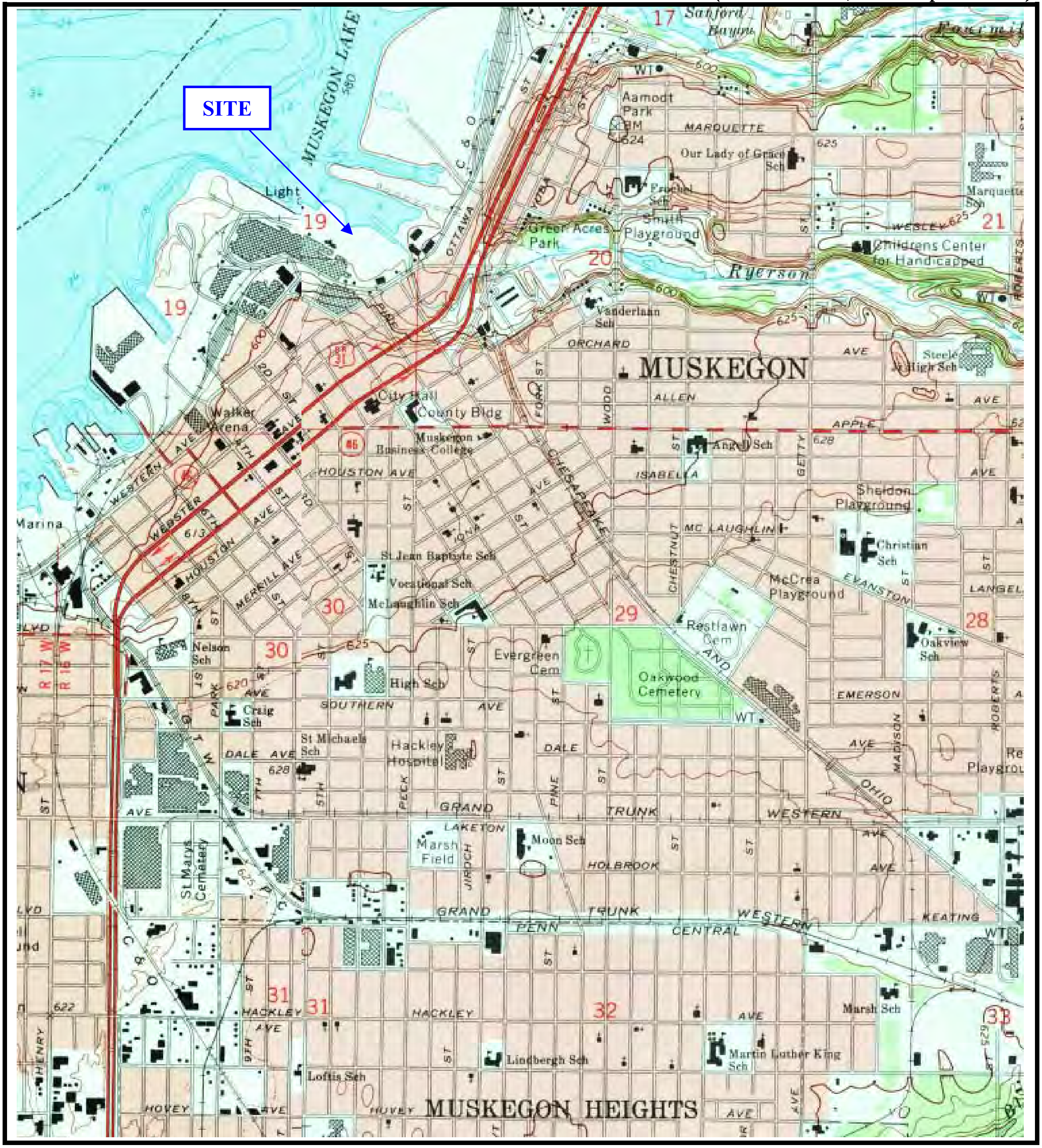
2.12 Other Material that the Authority or Governing Body Considers Pertinent

The Project will significantly improve the Muskegon Lake shoreline through revitalization of Property once used for industrial purposes. The senior housing living center is part of a larger developer that will increase the City's tax base, bring new permanent residences to the City of Muskegon, create new jobs and increase the local workforce.

Figure 1

Location Map

Muskegon East, Michigan 7.5 Minute Quadrangle Map
(Published 1972; Photoinspected 1980)



N

SCALE 1:24000 (1"=2,000')

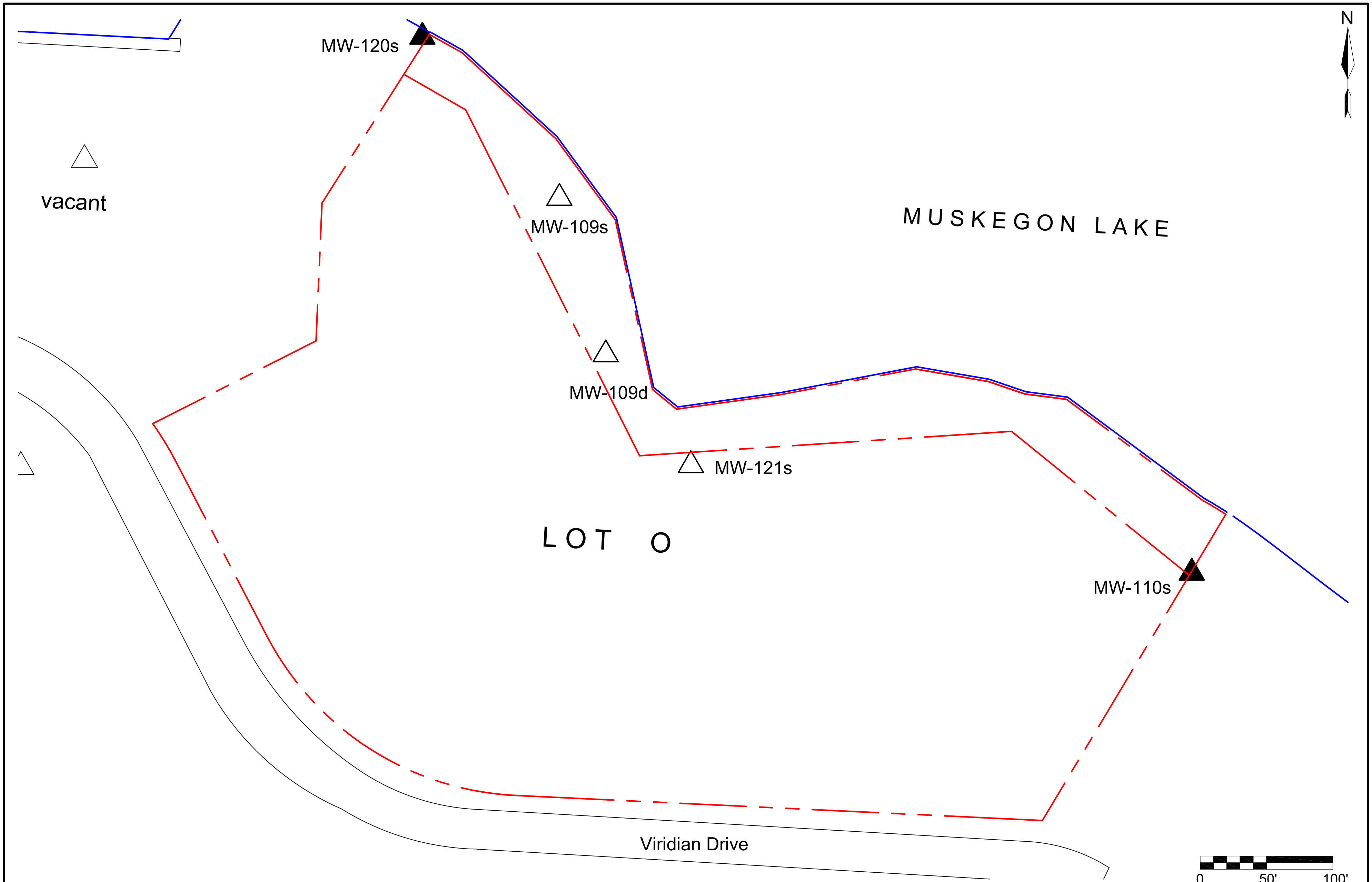
1 ½ 0 1 Mile

CONTOUR INTERVAL 10 FEET
Site Boundaries Shown are Approximate

Topographic Map	**Figure 1**
Vacant Commercial Property 60 Viridian Drive (Lot O) Muskegon, Michigan 49440 SES Project 2020-845	

Figure 2

Site Layout Map



TITLE
SITE MAP
Site Location Map

LOCATION
Vacant Commercial Property
60 Viridian Drive
Muskegon, Muskegon County, Michigan

LEGEND
APPROXIMATE SITE BOUNDARY
SHORELINE
MONITORING WELL
MONITORING WELL (DESTROYED)

PROJECT 2020845	
SCALE 1"=100'	DATE 11/14/2020
DRAWN amh	CHECKED ss
FILE 2020845	FIGURE 2

SES

Table 2

Tax Increment Revenue Capture

Table 2- Estimate of Total Incremental Taxes Available for Capture

Trilogy at Harbor 31, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate: 1.5%

Plan Year			**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
Calendar Year		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Base Taxable Value		$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100
Estimated New TV		$ -	$ 1,050,000	$ 5,250,000	$ 5,328,750	$ 5,408,681	$ 5,489,811	$ 5,572,159	$ 5,655,741	$ 5,740,577	$ 5,826,686	$ 5,914,086	$ 6,002,797
Incremental Difference (New TV - Base TV)[1]		**$ -**	**$ 803,900**	**$ 5,003,900**	**$ 5,082,650**	**$ 5,162,581**	**$ 5,243,711**	**$ 5,326,059**	**$ 5,409,641**	**$ 5,494,477**	**$ 5,580,586**	**$ 5,667,986**	**$ 5,756,697**
School Capture	Millage Rate												
State Education Tax (SET)	6.00000	$ -	$ 4,823	$ 30,023	$ 30,496	$ 30,975	$ 31,462	$ 31,956	$ 32,458	$ 32,967	$ 33,484	$ 34,008	$ 34,540
School Operating Tax	17.98380	$ -	$ 14,457	$ 89,989	$ 91,405	$ 92,843	$ 94,302	$ 95,783	$ 97,286	$ 98,812	$ 100,360	$ 101,932	$ 103,527
School Total	**23.9838**	**$ -**	**$ 19,281**	**$ 120,013**	**$ 121,901**	**$ 123,818**	**$ 125,764**	**$ 127,739**	**$ 129,744**	**$ 131,778**	**$ 133,844**	**$ 135,940**	**$ 138,067**
Local Capture	Millage Rate												
County Museum	0.32200	$ -	$ 259	$ 1,611	$ 1,637	$ 1,662	$ 1,688	$ 1,715	$ 1,742	$ 1,769	$ 1,797	$ 1,825	$ 1,854
County Veterans	0.07150	$ -	$ 57	$ 358	$ 363	$ 369	$ 375	$ 381	$ 387	$ 393	$ 399	$ 405	$ 412
Senior Citzens Services	0.49990	$ -	$ 402	$ 2,501	$ 2,541	$ 2,581	$ 2,621	$ 2,662	$ 2,704	$ 2,747	$ 2,790	$ 2,833	$ 2,878
Central Dispatch	0.29999	$ -	$ 241	$ 1,501	$ 1,525	$ 1,549	$ 1,573	$ 1,598	$ 1,623	$ 1,648	$ 1,674	$ 1,700	$ 1,727
Community College	2.20340	$ -	$ 1,771	$ 11,026	$ 11,199	$ 11,375	$ 11,554	$ 11,735	$ 11,920	$ 12,107	$ 12,296	$ 12,489	$ 12,684
M.A.I.S.D	4.75410	$ -	$ 3,822	$ 23,789	$ 24,163	$ 24,543	$ 24,929	$ 25,321	$ 25,718	$ 26,121	$ 26,531	$ 26,946	$ 27,368
City Operating	10.07540	$ -	$ 8,100	$ 50,416	$ 51,210	$ 52,015	$ 52,832	$ 53,662	$ 54,504	$ 55,359	$ 56,227	$ 57,107	$ 58,001
City Sanitation	2.99790	$ -	$ 2,410	$ 15,001	$ 15,237	$ 15,477	$ 15,720	$ 15,967	$ 16,218	$ 16,472	$ 16,730	$ 16,992	$ 17,258
Hackley Library	2.39970	$ -	$ 1,929	$ 12,008	$ 12,197	$ 12,389	$ 12,583	$ 12,781	$ 12,982	$ 13,185	$ 13,392	$ 13,601	$ 13,814
MPS Sinking	0.99810	$ -	$ 802	$ 4,994	$ 5,073	$ 5,153	$ 5,234	$ 5,316	$ 5,399	$ 5,484	$ 5,570	$ 5,657	$ 5,746
County Operating	5.69780	$ -	$ 4,580	$ 28,511	$ 28,960	$ 29,415	$ 29,878	$ 30,347	$ 30,823	$ 31,306	$ 31,797	$ 32,295	$ 32,801
Local Total	**30.3198**	**$ -**	**$ 24,374**	**$ 151,717**	**$ 154,105**	**$ 156,528**	**$ 158,988**	**$ 161,485**	**$ 164,019**	**$ 166,591**	**$ 169,202**	**$ 171,852**	**$ 174,542**
Non-Capturable Millages	Millage Rate												
Community College Debt	0.34000	$ -	$ 273	$ 1,701	$ 1,728	$ 1,755	$ 1,783	$ 1,811	$ 1,839	$ 1,868	$ 1,897	$ 1,927	$ 1,957
Hackley Debt	0.45320	$ -	$ 364	$ 2,268	$ 2,303	$ 2,340	$ 2,376	$ 2,414	$ 2,452	$ 2,490	$ 2,529	$ 2,569	$ 2,609
MPS Debt - 1995	3.86000	$ -	$ 3,103	$ 19,315	$ 19,619	$ 19,928	$ 20,241	$ 20,559	$ 20,881	$ 21,209	$ 21,541	$ 21,878	$ 22,221
MPS Debt - 2009	3.50000	$ -	$ 2,814	$ 17,514	$ 17,789	$ 18,069	$ 18,353	$ 18,641	$ 18,934	$ 19,231	$ 19,532	$ 19,838	$ 20,148
Total Non-Capturable Taxes	**8.1532**	**$ -**	**$ 6,554**	**$ 40,798**	**$ 41,440**	**$ 42,092**	**$ 42,753**	**$ 43,424**	**$ 44,106**	**$ 44,798**	**$ 45,500**	**$ 46,212**	**$ 46,936**
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ 43,655	$ 271,730	$ 276,006	$ 280,347	$ 284,752	$ 289,224	$ 293,763	$ 298,370	$ 303,046	$ 307,792	$ 312,609

Note-

For the purpose of Table 2 the new taxable value is estimated based on 35% of a total overal investment of $15,000,000 divided over the two years estimated for construction of the project

Table 2- Estimate of Total Incremental Taxes Available for Capture

Trilogy at Harbor 31, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate:

		12	13	14	15	16	17	18	19	20	21	22	23	24
Plan Year		**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**	**23**	**24**
Calendar Year		2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Base Taxable Value		$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100
Estimated New TV		$ 6,092,839	$ 6,184,232	$ 6,276,995	$ 6,371,150	$ 6,466,718	$ 6,563,718	$ 6,662,174	$ 6,762,107	$ 6,863,538	$ 6,966,491	$ 7,070,989	$ 7,177,054	$ 7,284,709
Incremental Difference (New TV - Base TV)[1]		**$ 5,846,739**	**$ 5,938,132**	**$ 6,030,895**	**$ 6,125,050**	**$ 6,220,618**	**$ 6,317,618**	**$ 6,416,074**	**$ 6,516,007**	**$ 6,617,438**	**$ 6,720,391**	**$ 6,824,889**	**$ 6,930,954**	**$ 7,038,609**
School Capture	Millage Rate													
State Education Tax (SET)	6.00000	$ 35,080	$ 35,629	$ 36,185	$ 36,750	$ 37,324	$ 37,906	$ 38,496	$ 39,096	$ 39,705	$ 40,322	$ 40,949	$ 41,586	$ 42,232
School Operating Tax	17.98380	$ 105,147	$ 106,790	$ 108,458	$ 110,152	$ 111,870	$ 113,615	$ 115,385	$ 117,183	$ 119,007	$ 120,858	$ 122,737	$ 124,645	$ 126,581
School Total	**23.9838**	**$ 140,227**	**$ 142,419**	**$ 144,644**	**$ 146,902**	**$ 149,194**	**$ 151,520**	**$ 153,882**	**$ 156,279**	**$ 158,711**	**$ 161,181**	**$ 163,687**	**$ 166,231**	**$ 168,813**
Local Capture	Millage Rate													
County Museum	0.32200	$ 1,883	$ 1,912	$ 1,942	$ 1,972	$ 2,003	$ 2,034	$ 2,066	$ 2,098	$ 2,131	$ 2,164	$ 2,198	$ 2,232	$ 2,266
County Veterans	0.07150	$ 418	$ 425	$ 431	$ 438	$ 445	$ 452	$ 459	$ 466	$ 473	$ 481	$ 488	$ 496	$ 503
Senior Citzens Services	0.49990	$ 2,923	$ 2,968	$ 3,015	$ 3,062	$ 3,110	$ 3,158	$ 3,207	$ 3,257	$ 3,308	$ 3,360	$ 3,412	$ 3,465	$ 3,519
Central Dispatch	0.29999	$ 1,754	$ 1,781	$ 1,809	$ 1,837	$ 1,866	$ 1,895	$ 1,925	$ 1,955	$ 1,985	$ 2,016	$ 2,047	$ 2,079	$ 2,112
Community College	2.20340	$ 12,883	$ 13,084	$ 13,288	$ 13,496	$ 13,707	$ 13,920	$ 14,137	$ 14,357	$ 14,581	$ 14,808	$ 15,038	$ 15,272	$ 15,509
M.A.I.S.D	4.75410	$ 27,796	$ 28,230	$ 28,671	$ 29,119	$ 29,573	$ 30,035	$ 30,503	$ 30,978	$ 31,460	$ 31,949	$ 32,446	$ 32,950	$ 33,462
City Operating	10.07540	$ 58,908	$ 59,829	$ 60,764	$ 61,712	$ 62,675	$ 63,653	$ 64,645	$ 65,651	$ 66,673	$ 67,711	$ 68,763	$ 69,832	$ 70,917
City Sanitation	2.99790	$ 17,528	$ 17,802	$ 18,080	$ 18,362	$ 18,649	$ 18,940	$ 19,235	$ 19,534	$ 19,838	$ 20,147	$ 20,460	$ 20,778	$ 21,101
Hackley Library	2.39970	$ 14,030	$ 14,250	$ 14,472	$ 14,698	$ 14,928	$ 15,160	$ 15,397	$ 15,636	$ 15,880	$ 16,127	$ 16,378	$ 16,632	$ 16,891
MPS Sinking	0.99810	$ 5,836	$ 5,927	$ 6,019	$ 6,113	$ 6,209	$ 6,306	$ 6,404	$ 6,504	$ 6,605	$ 6,708	$ 6,812	$ 6,918	$ 7,025
County Operating	5.69780	$ 33,314	$ 33,834	$ 34,363	$ 34,899	$ 35,444	$ 35,997	$ 36,558	$ 37,127	$ 37,705	$ 38,291	$ 38,887	$ 39,491	$ 40,105
Local Total	**30.3198**	**$ 177,272**	**$ 180,043**	**$ 182,855**	**$ 185,710**	**$ 188,608**	**$ 191,549**	**$ 194,534**	**$ 197,564**	**$ 200,639**	**$ 203,761**	**$ 206,929**	**$ 210,145**	**$ 213,409**
Non-Capturable Millages	Millage Rate													
Community College Debt	0.34000	$ 1,988	$ 2,019	$ 2,051	$ 2,083	$ 2,115	$ 2,148	$ 2,181	$ 2,215	$ 2,250	$ 2,285	$ 2,320	$ 2,357	$ 2,393
Hackley Debt	0.45320	$ 2,650	$ 2,691	$ 2,733	$ 2,776	$ 2,819	$ 2,863	$ 2,908	$ 2,953	$ 2,999	$ 3,046	$ 3,093	$ 3,141	$ 3,190
MPS Debt - 1995	3.86000	$ 22,568	$ 22,921	$ 23,279	$ 23,643	$ 24,012	$ 24,386	$ 24,766	$ 25,152	$ 25,543	$ 25,941	$ 26,344	$ 26,753	$ 27,169
MPS Debt - 2009	3.50000	$ 20,464	$ 20,783	$ 21,108	$ 21,438	$ 21,772	$ 22,112	$ 22,456	$ 22,806	$ 23,161	$ 23,521	$ 23,887	$ 24,258	$ 24,635
Total Non-Capturable Taxes	**8.1532**	**$ 47,670**	**$ 48,415**	**$ 49,171**	**$ 49,939**	**$ 50,718**	**$ 51,509**	**$ 52,312**	**$ 53,126**	**$ 53,953**	**$ 54,793**	**$ 55,645**	**$ 56,509**	**$ 57,387**
Total Tax Increment Revenue (TIR) Available for Capture		$ 317,499	$ 322,462	$ 327,499	$ 332,612	$ 337,802	$ 343,069	$ 348,416	$ 353,843	$ 359,351	$ 364,941	$ 370,616	$ 376,376	$ 382,222

Note-

For the purpose of Table 2 the new taxable value is estimated based on 35% of a total overal investment of $15,000,000 divided over the two years estimated for construction of the project

Table 2- Estimate of Total Incremental Taxes Available for Capture

Trilogy at Harbor 31, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate:

Plan Year		25	26	27	28	29	30	TOTAL
Calendar Year		2046	2047	2048	2049	2050	2051	
Base Taxable Value		$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ 246,100	$ -
Estimated New TV		$ 7,393,980	$ 7,504,890	$ 7,617,463	$ 7,731,725	$ 7,847,701	$ 7,965,416	$ -
Incremental Difference (New TV - Base TV)[1]		**$ 7,147,880**	**$ 7,258,790**	**$ 7,371,363**	**$ 7,485,625**	**$ 7,601,601**	**$ 7,719,316**	**$ -**
School Capture	Millage Rate							
State Education Tax (SET)	6.00000	$ 42,887	$ 43,553	$ 44,228	$ 44,914	$ 45,610	$ 46,316	$ 1,095,961
School Operating Tax	17.98380	$ 128,546	$ 130,541	$ 132,565	$ 134,620	$ 136,706	$ 138,823	$ 3,284,924
School Total	**23.9838**	**$ 171,433**	**$ 174,093**	**$ 176,793**	**$ 179,534**	**$ 182,315**	**$ 185,139**	**$ 4,380,885**
Local Capture	Millage Rate							
County Museum	0.32200	$ 2,302	$ 2,337	$ 2,374	$ 2,410	$ 2,448	$ 2,486	$ 58,817
County Veterans	0.07150	$ 511	$ 519	$ 527	$ 535	$ 544	$ 552	$ 13,060
Senior Citizens Services	0.49990	$ 3,573	$ 3,629	$ 3,685	$ 3,742	$ 3,800	$ 3,859	$ 91,312
Central Dispatch	0.29999	$ 2,144	$ 2,178	$ 2,211	$ 2,246	$ 2,280	$ 2,316	$ 54,796
Community College	2.20340	$ 15,750	$ 15,994	$ 16,242	$ 16,494	$ 16,749	$ 17,009	$ 402,473
M.A.I.S.D	4.75410	$ 33,982	$ 34,509	$ 35,044	$ 35,587	$ 36,139	$ 36,698	$ 868,385
City Operating	10.07540	$ 72,018	$ 73,135	$ 74,269	$ 75,421	$ 76,589	$ 77,775	$ 1,840,374
City Sanitation	2.99790	$ 21,429	$ 21,761	$ 22,099	$ 22,441	$ 22,789	$ 23,142	$ 547,597
Hackley Library	2.39970	$ 17,153	$ 17,419	$ 17,689	$ 17,963	$ 18,242	$ 18,524	$ 438,330
MPS Sinking	0.99810	$ 7,134	$ 7,245	$ 7,357	$ 7,471	$ 7,587	$ 7,705	$ 182,313
County Operating	5.69780	$ 40,727	$ 41,359	$ 42,001	$ 42,652	$ 43,312	$ 43,983	$ 1,040,761
Local Total	**30.3198**	**$ 216,722**	**$ 220,085**	**$ 223,498**	**$ 226,963**	**$ 230,479**	**$ 234,048**	**$ 5,538,218**
Non-Capturable Millages	Millage Rate							
Community College Debt	0.34000	$ 2,430	$ 2,468	$ 2,506	$ 2,545	$ 2,585	$ 2,625	$ 62,104
Hackley Debt	0.45320	$ 3,239	$ 3,290	$ 3,341	$ 3,392	$ 3,445	$ 3,498	$ 82,782
MPS Debt - 1995	3.86000	$ 27,591	$ 28,019	$ 28,453	$ 28,895	$ 29,342	$ 29,797	$ 705,068
MPS Debt - 2009	3.50000	$ 25,018	$ 25,406	$ 25,800	$ 26,200	$ 26,606	$ 27,018	$ 639,311
Total Non-Capturable Taxes	**8.1532**	**$ 58,278**	**$ 59,182**	**$ 60,100**	**$ 61,032**	**$ 61,977**	**$ 62,937**	**$ 1,489,265**
Total Tax Increment Revenue (TIR) Available for Capture		$ 388,156	$ 394,178	$ 400,291	$ 406,496	$ 412,794	$ 419,187	**$ 9,919,103**

Note-

For the purpose of Table 2 the new taxable value is estimated based on 35% of a total overal investment of $15,000,000 divided over the two years estimated for construction of the project

Table 3

Tax Increment Revenue Reimbursement Allocation

Table 3 - Estimate of Total Incremental Taxes Available for Reimbursement
Trilogy at Harbor 31, Muskegon, Muskegon County, Michigan

Developer Maximum Reimbursement	School & Local Taxes
State	**$ 59,750**
Local	**4,318,990**
TOTAL	**$ 4,378,740**
EGLE	N/A
MSF	N/A

Estimated Years of Capture: 30 years (including 2 years of LBRF capture)

	Beginning Balance		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Total State Incremental Revenue			$ -	$ 19,281	$ 120,013	$ 121,901	$ 123,818	$ 125,764	$ 127,739	$ 129,744	$ 131,778	$ 133,844	$ 135,940	$ 138,067	$ 140,227	$ 142,419	$ 144,644	$ 146,902	$ 149,194	$ 151,520
State Brownfield Redevelopment Fund (50% of SET)			$ -					$ 15,731												
State TIR Available for Reimbursement			**$ -**	**$ 19,281**	**$ 120,013**	**$ 121,901**	**$ 123,818**	**$ 110,033**	**$ 127,739**	**$ 129,744**	**$ 131,778**	**$ 133,844**	**$ 135,940**	**$ 138,067**	**$ 140,227**	**$ 142,419**	**$ 144,644**	**$ 146,902**	**$ 149,194**	**$ 151,520**
Total Local Incremental Revenue			$ -	$ 24,374	$ 151,717	$ 154,105	$ 156,528	$ 158,988	$ 161,485	$ 164,019	$ 166,591	$ 169,202	$ 171,852	$ 174,542	$ 177,272	$ 180,043	$ 182,855	$ 185,710	$ 188,608	$ 191,549
BRA Administrative Fee			$ -	$ 500	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Smartzone Tax Abatement			$ -	$ 12,187	$ 75,859	$ 77,052	$ 78,264													
Local TIR Available for Reimbursement			**$ -**	**$ 11,687**	**$ 65,859**	**$ 67,052**	**$ 68,264**	**$ 148,988**	**$ 151,485**	**$ 154,019**	**$ 156,591**	**$ 159,202**	**$ 161,852**	**$ 164,542**	**$ 167,272**	**$ 170,043**	**$ 172,855**	**$ 175,710**	**$ 178,608**	**$ 181,549**
Total State & Local TIR Available			**$ -**	**$ 30,968**	**$ 185,871**	**$ 188,954**	**$ 192,083**	**$ 259,021**	**$ 279,224**	**$ 283,763**	**$ 288,370**	**$ 293,046**	**$ 297,792**	**$ 302,609**	**$ 307,499**	**$ 312,462**	**$ 317,499**	**$ 322,612**	**$ 327,802**	**$ 333,069**
DEVELOPER	Beginning Balance																			
Developer Reimbursement Balance	***$ -***		***$ -***	***$ 598,353***	***$ 2,532,918***	***$ 2,629,455***	***$ 2,729,854***	***$ 2,834,269***	***$ 2,730,553***	***$ 2,682,231***	***$ 2,629,341***	***$ 2,571,660***	***$ 2,508,957***	***$ 2,440,990***	***$ 2,367,506***	***$ 2,288,244***	***$ 2,202,930***	***$ 2,111,278***	***$ 2,012,991***	***$ 1,907,759***
Environmental Eligible Costs	*$ 119,500*		*$ -*	*$ 119,500*	*$ 119,500*	*$ 119,500*	*$ 119,500*	*$ 119,500*												
State Tax Reimbursement	$ 59,750		$ -	$ -	$ -	$ -	$ -	$ 59,750												
Local Tax Reimbursement	$ 59,750		$ -	$ -	$ -	$ -	$ -	$ 59,750												
Total Environmental Reimbursement Balance			*$ -*	*$ 119,500*	*$ 119,500*	*$ 119,500*	*$ 119,500*													
Local Only Eligible Costs	*$ 2,394,263*		*$ -*	*$ 478,853*	*$ 2,413,418*	*$ 2,509,955*	*$ 2,610,354*	*$ 2,714,769*	*$ 2,730,553*	*$ 2,682,231*	*$ 2,629,341*	*$ 2,571,660*	*$ 2,508,957*	*$ 2,440,990*	*$ 2,367,506*	*$ 2,288,244*	*$ 2,202,930*	*$ 2,111,278*	*$ 2,012,991*	*$ 1,907,759*
Local Tax Reimbursement	$ 4,259,240		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 89,238*	*$ 151,485*	*$ 154,019*	*$ 156,591*	*$ 159,202*	*$ 161,852*	*$ 164,542*	*$ 167,272*	*$ 170,043*	*$ 172,855*	*$ 175,710*	*$ 178,608*	*$ 181,549*
Interest (4%)	$ 1,864,977		*$ -*	*$ 19,155*	*$ 96,537*	*$ 100,399*	*$ 104,415*	*$ 105,022*	*$ 103,163*	*$ 101,129*	*$ 98,910*	*$ 96,499*	*$ 93,885*	*$ 91,058*	*$ 88,010*	*$ 84,729*	*$ 81,203*	*$ 77,423*	*$ 73,376*	*$ 69,049*
Total Non Environmental Reimbursement Balance	**$ -**			*$ 498,008*	*$ 2,509,955*	*$ 2,610,354*	*$ 2,714,769*	*$ 2,730,553*	*$ 2,682,231*	*$ 2,629,341*	*$ 2,571,660*	*$ 2,508,957*	*$ 2,440,990*	*$ 2,367,506*	*$ 2,288,244*	*$ 2,202,930*	*$ 2,111,278*	*$ 2,012,991*	*$ 1,907,759*	*$ 1,795,259*
Total Annual Developer Reimbursement			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 208,738*	*$ 151,485*	*$ 154,019*	*$ 156,591*	*$ 159,202*	*$ 161,852*	*$ 164,542*	*$ 167,272*	*$ 170,043*	*$ 172,855*	*$ 175,710*	*$ 178,608*	*$ 181,549*

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *	Beginning Balance		2021	2022	2023	2024	2025	2026	2027
State Tax Capture	*$ 59,750*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Tax Capture	*$ 472,502*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Total LBRF Capture	*$ 532,252*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Table 3 - Estimate of Total Incremental Taxes Available for Reimbursement
Trilogy at Harbor 31, Muskegon, Muskegon County, Michigan

Estimated Developer Capture	$	4,378,740
BRA Administrative Fee	$	290,500
State Brownfield Redevelopment Fund	$	15,731
Local Brownfield Revolving Fund	$	532,252

	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTAL
Total State Incremental Revenue	$ 153,882	$ 156,279	$ 158,711	$ 161,181	$ 163,687	$ 166,231	$ 168,813	$ 171,433	$ 174,093	$ 176,793	$ 179,534	$ 182,315	$ 185,139	$ 4,195,747
State Brownfield Redevelopment Fund (50% of SET)														$ 15,731
State TIR Available for Reimbursement	**$ 153,882**	**$ 156,279**	**$ 158,711**	**$ 161,181**	**$ 163,687**	**$ 166,231**	**$ 168,813**	**$ 171,433**	**$ 174,093**	**$ 176,793**	**$ 179,534**	**$ 182,315**	**$ 185,139**	$ 4,180,016
Total Local Incremental Revenue	$ 194,534	$ 197,564	$ 200,639	$ 203,761	$ 206,929	$ 210,145	$ 213,409	$ 216,722	$ 220,085	$ 223,498	$ 226,963	$ 230,479	$ 234,048	$ 5,304,170
BRA Administrative Fee	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 290,500
Smartzone Tax Abatement														$ 243,362
Local TIR Available for Reimbursement	**$ 184,534**	**$ 187,564**	**$ 190,639**	**$ 193,761**	**$ 196,929**	**$ 200,145**	**$ 203,409**	**$ 206,722**	**$ 210,085**	**$ 213,498**	**$ 216,963**	**$ 220,479**	**$ 224,048**	$ 4,780,308
Total State & Local TIR Available	**$ 338,416**	**$ 343,843**	**$ 349,351**	**$ 354,941**	**$ 360,616**	**$ 366,376**	**$ 372,222**	**$ 378,156**	**$ 384,178**	**$ 390,291**	**$ 396,496**	**$ 402,794**	**$ 409,187**	**$ 8,960,323**
DEVELOPER														
Developer Reimbursement Balance	***$ 1,795,259***	***$ 1,675,154***	***$ 1,547,094***	***$ 1,410,714***	***$ 1,265,632***	***$ 1,111,452***	***$ 947,760***	***$ 774,126***	***$ 590,101***	***$ 395,217***	***$ 188,988***	***$ -***	***$ -***	
Environmental Eligible Costs														
State Tax Reimbursement														$ 59,750
Local Tax Reimbursement														$ 59,750
Total Environmental Reimbursement Balance														$ -
Local Only Eligible Costs	*$ 1,795,259*	*$ 1,675,154*	*$ 1,547,094*	*$ 1,410,714*	*$ 1,265,632*	*$ 1,111,452*	*$ 947,760*	*$ 774,126*	*$ 590,101*	*$ 395,217*	*$ 188,988*	*$ -*		
Local Tax Reimbursement	*$ 184,534*	*$ 187,564*	*$ 190,639*	*$ 193,761*	*$ 196,929*	*$ 200,145*	*$ 203,409*	*$ 206,722*	*$ 210,085*	*$ 213,498*	*$ 188,988*	*$ -*		$ 4,259,240
Interest (4%)	*$ 64,429*	*$ 59,504*	*$ 54,259*	*$ 48,679*	*$ 42,749*	*$ 36,453*	*$ 29,775*	*$ 22,697*	*$ 15,201*	*$ 7,269*	*$ -*	*$ -*		$ 1,864,977
Total Non Environmental Reimbursement Balanc	*$ 1,675,154*	*$ 1,547,094*	*$ 1,410,714*	*$ 1,265,632*	*$ 1,111,452*	*$ 947,760*	*$ 774,126*	*$ 590,101*	*$ 395,217*	*$ 188,988*	*$ -*	*$ -*		
Total Annual Developer Reimbursement	*$ 184,534*	*$ 187,564*	*$ 190,639*	*$ 193,761*	*$ 196,929*	*$ 200,145*	*$ 203,409*	*$ 206,722*	*$ 210,085*	*$ 213,498*	*$ 188,988*	*$ -*		*$ 4,378,740*
LOCAL BROWNFIELD REVOLVING FUND														
LBRF Deposits *														
State Tax Capture											*$ 59,750*			*$ 59,750*
Local Tax Capture											*$ 27,975*	*$ 220,479*	*$ 224,048*	*$ 472,502*
Total LBRF Capture											*$ 87,725*	*$ 220,479*	*$ 224,048*	*$ 532,252*

* Up to five years of capture for LBRF Deposits after

Attachment A

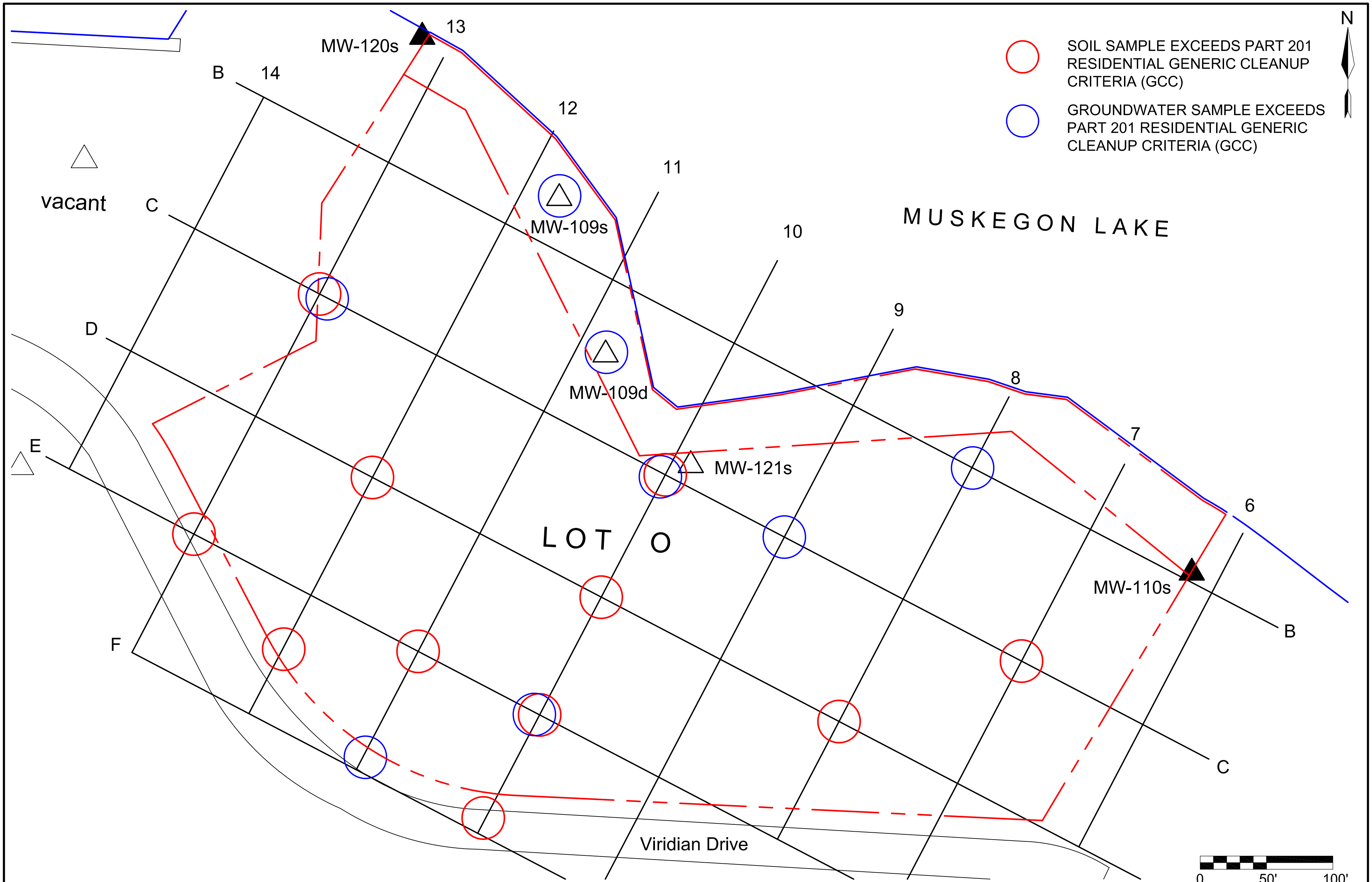
Resolutions Approving the Brownfield Plan Amendment

Attachment B

Conceptual Renderings

Attachment C

Environmental Data Tables and Map



TITLE
SITE MAP
Previous Sampling Locations

LOCATION
Vacant Commercial Property
60 Viridian Drive
Muskegon, Muskegon County, Michigan

LEGEND
APPROXIMATE SITE BOUNDARY
SHORELINE
MONITORING WELL
GRIDLINES PRESENT HISTORIC SAMPLE LOCATIONS (1994 & 1995)

PROJECT 2020845	
SCALE 1"=100'	DATE 11/14/2020
DRAWN amh	CHECKED ss
FILE 2020845	FIGURE 3

SES

Table 4-1 *Sampling Locations With Part 201 Residential Criteria Exceedances (Page 1 of 3) Former Teledyne Site, 700 Terrace Street, Muskegon, Michigan*

Parameter & Cleanup Criteria	CAS Number	Location of Exceedance & Concentration: Soil			Groundwater		
Metals (soil results in mg/kg; groundwater results in mg/L)							
Antimony	7440360	C-13 (0.84)	E-10 (3.0)	E-21 (3.3)	B-08 (0.008)	E-14 (0.010)	G-12 (0.031)
(soil 0.50/gw 0.006)		D-08 (0.60)	E-11 (1.0)	F10 (7.3)	C-06 (0.007)	E-18 (0.009)	G-25 (0.010)
		D-10 (0.97)	E-17 (0.58)	G-15 (3.3)	C-09 (0.009)	E-19 (0.008)	J-22 (0.012)
		D-17 (0.52)	E-20 (1.2)	G-24 (15)	C-13 (0.010)	F-11 (0.008)	J-24 (0.008)
		J-22 (3.9)			C-14 (0.007)	F-22 (0.009)	K-26 (0.008)
					D-06 (0.007)	F-22D (0.007)	
Arsenic	7440382	B-14 (7.8)	E-10 (27)	F-10 (26)	E-14 (0.15)		
(soil 7.6/gw 0.050)		C-07 (11)	E-11 (11)	F-22 (26)	I-24 (0.064)		
		C-13 (23)	E-17 (7.9)	G-15 (22)			
		D-10 (15)	E-20 (12)	G-24 (18)			
		D-12 (13)	E-21 (21)	J-22 (13)			
		D-17 (17)	E-22 (50)				
Barium	7440393	GH-16.75 (155)			MW-108 (3.43)	MW-109 (0.82)	
(soil 130/gw 0.67)					MW-112S (7.3)		
Cadmium	7440439	S-06 (22)	G-24 (3.9)		MW-103S (0.016)		
(soil 3.6/gw 0.003)		B-14 (4.6)	J-20 (8.9)				
Copper	7440508	S-06 (95)	F-10 (500)	G-26 (150)	B-2.5, 34'-38' (0.040)		I-24 (0.070)
(soil 75/gw 0.013)		E-10 (240)	G-15 (260)	J-22 (1,700)	B-2.5, 24'-28' (0.030)		J-20 (0.046)
		E-11 (150)	G-24 (990)	FG-13.5 (137)	H-14 (0.110)		
		GH-16.75 (107)					
Lead	7439921	E-21 (1,600)			C-13 (0.011)	G-12 (0.005)	J-20 (0.037)
(soil 400/gw 0.004)		F-16 (4,700)			E-10D (0.005)	H-14 (0.18)	K-23 (0.010)
		FG-12.5 (5,280)			F-22D (0.008)	I-24 (0.097)	
Mercury	7439976	S-06 (0.16)	H-14 (0.31)		H-14 (0.0087)		MW-109 (0.0060)
(soil 0.13/gw 0.0013)		F-10 (0.15)	EF-13.5 (0.15)		MW-102S (0.0057)		MW-109D (0.0024)
		F-16 (0.35)	FG-13.5 (0.22)		MW-108 (0.0045)		MW-112D (0.0016)
Nickel	7440020	E-10 (120)	G-15 (200)	D-08 (99)	G-12 (0.170)	J-24 (0.094)	
(soil 76/gw 0.073)		E-21 (330)	G-24 (270)	G-26 (96)	J-22 (0.092)	I-26 (0.14)	
		F-10 (110)	K-21 (530)				
Selenium	7782492	D-10 (1.1)	G-26 (0.79)	E-24 (1.3)	B-2.5, 4'-8' (0.008)		D-21, 30'-32' (0.006)
(soil 0.41/gw 0.005)		D-12 (0.72)	J-18 (1.3)	F-17 (1.6)	C-10, 28'-32' (0.006)		D-21, 40'-42' (0.008)
		D-14 (0.68)	J-20 (0.68)	G-12 (0.53)	D-17.5, 28'-32' (0.007)		D-24, 28'-32' (0.006)
		E-18 (2.1)	J-22 (1.9)		D-18.5, 36'-40' (0.006)		D-24, 38'-42' (0.006)
		E-22 (1.6)	K-21 (0.62)				
Zinc	7440666	E-21 (340)	G-24 (270)	EF-12.8 (354)	F-17 (0.20)	H-14 (0.18)	K-23 (1.9)
(soil 170/gw 0.17)		F-10 (330)	J-22 (360)		G-17 (0.30)	J-20 (0.71)	

ug/L

Table 4-1 ***Sampling Locations With Part 201 Residential Criteria Exceedances (Page 2 of 3)***
Former Teledyne Site, 700 Terrace Street, Muskegon, Michigan

Parameter & Cleanup Criteria	CAS Number	Location of Exceedance & Concentration					
		Soil			Groundwater		
Polynuclear Aromatic Hydrocarbons (soil results in ug/kg; groundwater results in ug/L)							
Benzo(a)anthracene	56553				G-12 (35)	I-24 (2,900)	
(soil 20,000/gw 5.0)					H-24 (27)		
Benzo(a)pyrene	50328	D-10 (4,300)	G-15 (7,800)	J-20 (2,500)	H-24 (14)		
(soil 2,000/gw 5.0)		E-16 (6,100)	G-17 (2,900)	J-24 (5,500)			
		G-12 (2,200)	I-18 (4,800)	K-21 (7,300)			
Benzo(b)fluoranthene	205992				H-24 (17)		
(soil 20,000/gw 5.0)					MW-114 (6.0)		
Benzo(k)flouranthene	207089				H-24 (9.3)		
(soil 200,000/gw 5.0)					MW-114 (6.0)		
Chrysene	218019				G-12 (39)	I-24 (5,500)	
(soil 200,000/gw 5.0)					H-24 (22)	J-24 (8.1)	
Dibenzo(ah)anthracen	53703	G-03 (2,100)					
(soil 2,000/gw 5.0)							
Fluoranthene	206440	K-21 (7,300)	D-10 (15,000)	J-24 (21,000)	G-12 (6.2)	I-26 (5.2)	I-24 (8,700)
(soil 5,500/gw 5.0)		J-22 (6,200)	G-15 (23,000)		H-24 (66)	J-24 (14)	MW-114 (6.0)
Fluorene	86737	S-07 (11,000)			H-24 (25)		
(soil 5,300/gw 12)		EF-13.5 (6,000)					
Naphthalene	91203	C-10 (4,400)	E-14 (22,000)	F-14 (18,000)	E-14 (63)		
(soil 870/gw 13)		C-13 (4,900)	E-15 (2,600)	G-15 (3,900)	F-13 (100)		
		D-05 (2,400)	E-16 (6,900)	I-18 (940)			
		D-08 (1,100)	E-17 (3,600)	J-18 (6,400)			
		D-10 (2,000)	E-18 (8,900)	J-20 (3,300)			
		D-15 (3,900)	E-19 (1,600)	EF-13.5 (72,000)			
		E-07 (2,000)	E-24 (27,000)	FG-13.5 (1,000)			
		E-10 (4,800)	F-13 (11,000)	E-11 (6,200)			
Phenanthrene	85018	C-13 (2,600)	E-18 (3,400)	J-18 (5,500)	G-12 (76)		
(soil 2,300/gw 5.0)		D-10 (13,000)	E-24 (11,000)	J-22 (4,800)	I-24 (12,700)		
		E-10 (3,500)	G-12 (6,700)	J-24 (15,000)	F-13 (14)		
		E-11 (3,300)	G-15 (16,000)	K-21 (14,000)	H-24 (15)		
		E-14 (3,800)	I-18 (4,000)	EF-13.5 (8,800)	J-24 (12)		
		E-16 (14,000)	I-24 (4,200)	GH-13.8 (2,800)	MW-114 (13)		
Pyrene	129000				I-24 (11,000)		
(soil 29,000,000/gw 140)							

Table 4-1 *Sampling Locations With Part 201 Residential Criteria Exceedances (Page 3 of 3) Former Teledyne Site, 700 Terrace Street, Muskegon, Michigan*

Parameter & Cleanup Criteria	CAS Number	Location of Exceedance & Concentration: Soil			Groundwater	
Volatile Organic Compounds (soil results in ug/kg; groundwater results in ug/L)						
Benzene	71432	E-13 (310)	F-12 (1,400)	F-15 (2,100)	C-15 (7.1)	F-13 (920)
(soil 100/gw 5.0)		E-14 (2,700)	EF-12.5 (140)	GH-13.3 (330)	E-14 (2,100)	MW-111VS (9.2)
		E-15 (2,200)	FG-12.5 (210)	FG-13.5 (920)	E-21 (6.7)	Excavation Floor (500)
		F-14 (8,400)	EF-12 (470)			
Ethylbenzene	100414	E-14 (30,000)	E-15 (440)	SW-9 (4,100)	E-14 (350)	
(soil 360/gw 18)		F-14 (8,400)	FG-13.5 (920)		F-13 (240)	
		F-15 (2,400)			Excavation Floor (430)	
1,2,4-Trimethylbenzen	95636	SW-7 (14,000)	SW-9 (62,000)		Excavation Floor (2,000)	
(soil 2,100/gw 63)		SW-8 (29,000)	EF-12.8 (16,000)			
1,3,5-Trimethylbenzen	108678	SW-7 (1,100)	SW-9 (53,000)		Excavation Floor (640)	
(soil 1,800/gw 72)		SW-8 (11,000)	EF-12.8 (5,300)			
Xylenes	1330207	E-14 (100,000)	H-15 (1,500)	EF-12 (1,100)	E-14 (2,400)	
(soil 700/gw 35)		F-14 (47,000)	FG-12.5 (807)	EF-12.8 (780)	E-14D (74)	
		F-15 (14,000)	FG-13.5 (1,200)	E-21 (2,100)	Excavation Floor (1,000)	
		E-15 (3,600)	GH-13.3 (750)	SW-9 (7,000)		
Ethylene Dibromide	106934				MW-115 (1.5)	
(soil 10/gw 1.0)						

Notes:

- Cleanup criteria are the most restrictive of applicable Part 201 generic residential cleanup criteria per MDEQ/ERD Operational Memorandum #18, as updated 7 June 2000 (GSI protection criteria based on receiving water hardness of 150 mg/L for Muskegon Lake per ERD guidance).

- Results for EF-14.4 and EF-14.6 not presented - soils associated with these samples were removed in May 2002.

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential														
Sample Location: Depth Interval (ft): Collection Date:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	S01 Surface 05/11/93	S02 Surface 05/11/93	S05 Surface 05/11/93	S06 Surface 05/11/93	S07 Surface 05/11/93	B-04 (1-3) 06/17/94	B-08 (1-3) 06/17/94	B-14 (0.5) 06/20/94	C-07 (1-3) 06/17/94	C-10 (0.5-2.5) 06/25/94	C-10 Duplicate (0.5-2.5) 06/25/94
Volatile Organic Compounds	**CAS Number**																			
1,1,1,2-Tetrachloroethane	630-20-6	ID	1,500	4.80E+05 (C)	--	6,400	2.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,1-Trichloroethane	71-55-6	1,800	4,000	5.00E+08 (C)	--	4,000	1.00E+09 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2,2-Tetrachloroethane	79-34-5	1,600 (X)	170	53,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2-Trichloroethane	79-00-5	6,600 (X)	100	1.80E+05	--	100	8.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethane	75-34-3	15,000	18,000	2.70E+07 (C)	--	50,000	8.70E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethene	75-35-4	2,600	140	2.00E+05	12 (M)	140	6.60E+05 (C)	220	310	--	--	--	--	--	--	--	--	--	--	--
1,2,3-Trichloropropane	96-18-4	NA	840	1.30E+06 (C)	--	2,400	4.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trichlorobenzene	120-82-1	5,900 (X)	4,200	9.90E+05 (DD)	--	4,200	5.80E+06 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trimethylbenzene	95-63-6	570	2,100	3.20E+07 (C)	150	2,100	1.00E+08 (C)	2,600	7,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dibromo-3-chloropropane	96-12-8	ID	10 (M); 4.0	4,400 (C)	--	10 (M); 4.0	20,000 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichlorobenzene	95-50-1	280	14,000	1.90E+07 (C)	1,500	14,000	6.30E+07 (C)	26,000	38,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloroethane	107-06-2	7,200 (X)	100	91,000	--	100	4.20E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloropropane	78-87-5	4,600 (X)	100	1.40E+05	--	100	6.60E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,3,5-Trimethylbenzene	108-67-8	1,100	1,800	3.20E+07 (C)	100	1,800	1.00E+08 (C)	1,800	2,600	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichlorobenzene	541-73-1	680	170	2.00E+05 (C)	10 (M)	480	6.60E+05 (C)	180	260	--	--	--	--	--	--	--	--	--	--	--
1,4-Dichlorobenzene	106-46-7	360	1,700	4.00E+05	23 (M)	1,700	1.90E+06	660	950	--	--	--	--	--	--	--	--	--	--	--
2-Butanone (MEK)	78-93-3	44,000	2.60E+05	1.20E+08 (C,DD)	31,000 (SE)	7.60E+05	7.60E+08 (C,DD)	3.70E+05 (SE)	5.40E+05 (SE)	--	--	--	--	--	--	--	--	--	--	--
2-Hexanone	591-78-6	ID	20,000	3.20E+07 (C)	--	58,000	1.00E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
2-Methylnaphthalene	91-57-6	4,200	57,000	8.10E+06	1,700	1.70E+05	2.60E+07	30,000	44,000	--	--	--	--	--	--	--	--	--	--	--
4-Methyl-2-pentanone (MIBK)	108-10-1	ID	36,000	5.60E+07 (C)	--	1.00E+05	1.80E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Acetone	67-64-1	34,000	15,000	2.30E+07	2.60E+05	42,000	7.30E+07	3.10E+06	4.50E+06	--	--	--	--	--	--	--	--	--	--	--
Acrylonitrile	107-13-1	100 (M); 40	100 (M); 52	15,000	--	220	74,000	--	--	--	--	--	--	--	--	--	--	--	--	--
Benzene	71-43-2	4,000 (X)	100	1.80E+05	1.7 (M)	100	4.00E+05 (C)	47 (M)	68	<5.0	<25	<50	<125	<500	<10	<10	<10	<10	<10	<10
Bromochloromethane	74-97-5	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	ID	1,600 (W)	1.10E+05	--	1,600 (W)	4.90E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromoform	75-25-2	ID	1,600 (W)	8.20E+05	--	1,600 (W)	3.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromomethane	74-83-9	700	200	3.20E+05	--	580	1.00E+06	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Disulfide	75-15-0	ID	16,000	7.20E+06 (C,DD)	--	46,000	4.30E+07 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Tetrachloride	56-23-5	900 (X)	100	96,000	--	100	4.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chlorobenzene	108-90-7	500	2,000	4.30E+06 (C)	82	2,000	1.40E+07 (C)	1,400	2,100	--	--	--	--	--	--	--	--	--	--	--
Chloroethane	75-00-3	22,000 (X)	8,600	2.60E+06 (C)	--	34,000	1.20E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chloroform	67-66-3	7,000	1,600 (W)	1.20E+06	0.26 (M)	1,600 (W)	5.50E+05 (C)	7.4 (M)	11 (M)	--	--	--	--	--	--	--	--	--	--	--
Chloromethane	74-87-3	ID	5,200	1.60E+06 (C)	--	22,000	7.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
cis-1,2-Dichloroethene	156-59-2	12,000	1,400	2.50E+06 (C)	2.1 (M)	1,400	8.00E+05 (C)	37 (M)	53	--	--	--	--	--	--	--	--	--	--	--
cis-1,3-Dichloropropene	10061-01-5	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromochloromethane	124-48-1	ID	1,600 (W)	1.10E+05	--	1,600 (W)	5.00E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromomethane	74-95-3	NA	1,600	2.50E+06 (C)	--	4,600	8.00E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Dichlorodifluoromethane	75-71-8	ID	95,000	5.20E+07 (C)	--	2.70E+05	1.70E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Diethyl ether	60-29-7	ID	200	1.10E+08 (C)	--	200	3.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Ethylbenzene	100-41-4	360	1,500	2.20E+07 (C)	12 (M)	1,500	7.10E+07 (C)	340	500	<5.0	<25	<50	<125	<500	<10	<10	<10	<10	<10	<10
Ethylene dibromide	106-93-4	110 (X)	20 (M); 1.0	92	0.074 (M)	20 (M); 1.0	430	2.1 (M)	3.0 (M)	--	--	--	--	--	--	--	--	--	--	--
Hexachloroethane	67-72-1	1,800 (X)	430	2.30E+05	--	1,200	7.30E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Iodomethane	74-88-4	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Isopropylbenzene	98-82-8	3,200	91,000	2.60E+07 (C)	3.8 (M)	2.60E+05	8.00E+07 (C)	110 (M)	150 (M)	--	--	--	--	--	--	--	--	--	--	--

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential														
Sample Location:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	S01	S02	S05	S06	S07	B-04	B-08	B-14	C-07	C-10	C-10 Duplicate
Depth Interval (ft):										Surface	Surface	Surface	Surface	Surface	(1-3)	(1-3)	(0.5)	(1-3)	(0.5-2.5)	(0.5-2.5)
Collection Date:										05/11/93	05/11/93	05/11/93	05/11/93	05/11/93	06/17/94	06/17/94	06/20/94	06/17/94	06/25/94	06/25/94
Volatile Organic Compounds	***CAS Number***																			
Methyl t-butyl ether (MTBE)	1634-04-4	1.40E+05 (X)	800	1.50E+06	74 (M)	800	7.10E+05 (C)	2,100	3,000	--	--	--	--	--	--	--	--	--	--	--
Methylene Chloride	75-09-2	30,000 (X)	100	1.30E+06	--	100	5.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
n-Propylbenzene	103-65-1	ID	1,600	2.50E+06	1,800 (SE)	4,600	8.00E+06	21,000 (SE)	31,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
Naphthalene	91-20-3	730	35,000	1.60E+07	67 (M)	1.00E+05	5.20E+07	1,900	2,700	--	--	--	--	--	--	--	--	--	--	--
Styrene	100-42-5	2,100 (X)	2,700	4.00E+05	--	2,700	1.90E+06 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Tetrachloroethene	127-18-4	1,200 (X)	100	2.00E+05 (C)	6.2 (M,SE)	100	9.30E+05 (C)	74 (SE)	110 (SE)	--	--	--	--	--	--	--	--	--	--	--
Toluene	108-88-3	5,400	16,000	2.50E+05 (C)	3,700	16,000	2.50E+05 (C)	64,000 (SE)	93,000 (SE)	<5.0	<25	<50	<125	<500	<10	<10	<10	<10	<10	<10
trans-1,2-Dichloroethene	156-60-5	30,000 (X)	2,000	3.80E+06 (C)	39 (M)	2,000	1.20E+07 (C)	1,400 (SE)	2,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
trans-1,3-Dichloropropene	10061-02-6	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
trans-1,4-Dichloro-2-butene	110-57-6	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Trichloroethene	79-01-6	4,000 (X)	100	1.10E+05 (DD)	0.33 (M,SE)	100	6.60E+05 (C,DD)	4.0 (M,SE)	5.8 (M,SE)	--	--	--	--	--	--	--	--	--	--	--
Trichlorofluoromethane	75-69-4	NA	52,000	7.90E+07 (C)	--	1.50E+05	2.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Vinyl Chloride	75-01-4	260 (X)	40	3,800	0.082 (M)	40	34,000	8.2 (M)	12 (M)	--	--	--	--	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	820	5,600	4.10E+08 (C)	280	5,600	1.00E+09 (C)	5,000	7,200	<15	<75	210	<375	<1,500	<30	<30	<30	<30	<30	<30

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013.*
[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*
Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion

Footnotes/Abbreviations:
(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(M) - Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second, where provided, is the risk-based value.
(SE) - Site-specific criteria based on single event exposure; therefore, sampling methods should reflect shorter exposure scenarios.
(W) - Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) - Criterion is not protective for surface water used as a drinking water source.
(DD) - Hazardous substance causes developmental effects.
DCC - direct contact criteria
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
ID - Insufficient data to develop criterion
NA - not available
RBSL - risk based screening level
VISL - vapor intrusion screening levels

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential														
Sample Location: / Depth Interval (ft): / Collection Date:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	C-13 (0.5-2.5) 06/25/94	C-15 (1-3) 06/17/94	C-16 (7-9) 06/24/94	C-17 (7-9) 06/24/94	D-03 (0.5-2.5) 06/12/94	D-05 (0.5-2.5) 06/25/94	D-08 (1-3) 06/17/94	D-10 (1-1.5) 06/17/94	D-12 (1-3) 06/17/94	D-14 (1-3) 06/17/94	D-15 (1-3) 06/25/94
Volatile Organic Compounds	**CAS Number**																			
1,1,1,2-Tetrachloroethane	630-20-6	ID	1,500	4.80E+05 (C)	--	6,400	2.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,1-Trichloroethane	71-55-6	1,800	4,000	5.00E+08 (C)	--	4,000	1.00E+09 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2,2-Tetrachloroethane	79-34-5	1,600 (X)	170	53,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2-Trichloroethane	79-00-5	6,600 (X)	100	1.80E+05	--	100	8.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethane	75-34-3	15,000	18,000	2.70E+07 (C)	--	50,000	8.70E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethene	75-35-4	2,600	140	2.00E+05	12 (M)	140	6.60E+05 (C)	220	310	--	--	--	--	--	--	--	--	--	--	--
1,2,3-Trichloropropane	96-18-4	NA	840	1.30E+06 (C)	--	2,400	4.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trichlorobenzene	120-82-1	5,900 (X)	4,200	9.90E+05 (DD)	--	4,200	5.80E+06 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trimethylbenzene	95-63-6	570	2,100	3.20E+07 (C)	150	2,100	1.00E+08 (C)	2,600	7,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dibromo-3-chloropropane	96-12-8	ID	10 (M); 4.0	4,400 (C)	--	10 (M); 4.0	20,000 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichlorobenzene	95-50-1	280	14,000	1.90E+07 (C)	1,500	14,000	6.30E+07 (C)	26,000	38,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloroethane	107-06-2	7,200 (X)	100	91,000	--	100	4.20E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloropropane	78-87-5	4,600 (X)	100	1.40E+05	--	100	6.60E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,3,5-Trimethylbenzene	108-67-8	1,100	1,800	3.20E+07 (C)	100	1,800	1.00E+08 (C)	1,800	2,600	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichlorobenzene	541-73-1	680	170	2.00E+05 (C)	10 (M)	480	6.60E+05 (C)	180	260	--	--	--	--	--	--	--	--	--	--	--
1,4-Dichlorobenzene	106-46-7	360	1,700	4.00E+05	23 (M)	1,700	1.90E+06	660	950	--	--	--	--	--	--	--	--	--	--	--
2-Butanone (MEK)	78-93-3	44,000	2.60E+05	1.20E+08 (C,DD)	31,000 (SE)	7.60E+05	7.60E+08 (C,DD)	3.70E+05 (SE)	5.40E+05 (SE)	--	--	--	--	--	--	--	--	--	--	--
2-Hexanone	591-78-6	ID	20,000	3.20E+07 (C)	--	58,000	1.00E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
2-Methylnaphthalene	91-57-6	4,200	57,000	8.10E+06	1,700	1.70E+05	2.60E+07	30,000	44,000	--	--	--	--	--	--	--	--	--	--	--
2-Methyl-2-pentanone (MIBK)	108-10-1	ID	36,000	5.60E+07 (C)	--	1.00E+05	1.80E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Acetone	67-64-1	34,000	15,000	2.30E+07	2.60E+05	42,000	7.30E+07	3.10E+06	4.50E+06	--	--	--	--	--	--	--	--	--	--	--
Acrylonitrile	107-13-1	100 (M); 40	100 (M); 52	15,000	--	220	74,000	--	--	--	--	--	--	--	--	--	--	--	--	--
Benzene	71-43-2	4,000 (X)	100	1.80E+05	1.7 (M)	100	4.00E+05 (C)	47 (M)	68	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
Bromochloromethane	74-97-5	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	ID	1,600 (W)	1.10E+05	--	1,600 (W)	4.90E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromoform	75-25-2	ID	1,600 (W)	8.20E+05	--	1,600 (W)	3.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromomethane	74-83-9	700	200	3.20E+05	--	580	1.00E+06	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Disulfide	75-15-0	ID	16,000	7.20E+06 (C,DD)	--	46,000	4.30E+07 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Tetrachloride	56-23-5	900 (X)	100	96,000	--	100	4.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chlorobenzene	108-90-7	500	2,000	4.30E+06 (C)	82	2,000	1.40E+07 (C)	1,400	2,100	--	--	--	--	--	--	--	--	--	--	--
Chloroethane	75-00-3	22,000 (X)	8,600	2.60E+06 (C)	--	34,000	1.20E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chloroform	67-66-3	7,000	1,600 (W)	1.20E+06	0.26 (M)	1,600 (W)	5.50E+05 (C)	7.4 (M)	11 (M)	--	--	--	--	--	--	--	--	--	--	--
Chloromethane	74-87-3	ID	5,200	1.60E+06 (C)	--	22,000	7.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
cis-1,2-Dichloroethene	156-59-2	12,000	1,400	2.50E+06 (C)	2.1 (M)	1,400	8.00E+05 (C)	37 (M)	53	--	--	--	--	--	--	--	--	--	--	--
cis-1,3-Dichloropropene	10061-01-5	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromochloromethane	124-48-1	ID	1,600 (W)	1.10E+05	--	1,600 (W)	5.00E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromomethane	74-95-3	NA	1,600	2.50E+06 (C)	--	4,600	8.00E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Dichlorodifluoromethane	75-71-8	ID	95,000	5.20E+07 (C)	--	2.70E+05	1.70E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Diethyl ether	60-29-7	ID	200	1.10E+08 (C)	--	200	3.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Ethylbenzene	100-41-4	360	1,500	2.20E+07 (C)	12 (M)	1,500	7.10E+07 (C)	340	500	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
Ethylene dibromide	106-93-4	110 (X)	20 (M); 1.0	92	0.074 (M)	20 (M); 1.0	430	2.1 (M)	3.0 (M)	--	--	--	--	--	--	--	--	--	--	--
Hexachloroethane	67-72-1	1,800 (X)	430	2.30E+05	--	1,200	7.30E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Iodomethane	74-88-4	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Isopropylbenzene	98-82-8	3,200	91,000	2.50E+07 (C)	3.8 (M)	2.60E+05	8.00E+07 (C)	110 (M)	150 (M)	--	--	--	--	--	--	--	--	--	--	--

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			*Residential*			*Non-Residential*														
Sample Location: / *Depth Interval (ft):* / *Collection Date:*		**GSIPC & RBSLs [1]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**VISL Soil [2]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**Slab-on-Grade VISL Soil [2]**	**Unoccupied Basement VISL Soil [2]**	C-13 (0.5-2.5) 06/25/94	C-15 (1-3) 06/17/94	C-16 (7-9) 06/24/94	C-17 (7-9) 06/24/94	D-03 (0.5-2.5) 06/12/94	D-05 (0.5-2.5) 06/25/94	D-08 (1-3) 06/17/94	D-10 (1-1.5) 06/17/94	D-12 (1-3) 06/17/94	D-14 (1-3) 06/17/94	D-15 (1-3) 06/25/94
Volatile Organic Compounds	***CAS Number***																			
Methyl t-butyl ether (MTBE)	1634-04-4	1.40E+05 (X)	800	1.50E+06	74 (M)	800	7.10E+05 (C)	2,100	3,000	--	--	--	--	--	--	--	--	--	--	--
Methylene Chloride	75-09-2	30,000 (X)	100	1.30E+06	--	100	5.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
n-Propylbenzene	103-65-1	ID	1,600	2.50E+06	1,800 (SE)	4,600	8.00E+06	21,000 (SE)	31,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
Naphthalene	91-20-3	730	35,000	1.60E+07	67 (M)	1.00E+05	5.20E+07	1,900	2,700	--	--	--	--	--	--	--	--	--	--	--
Styrene	100-42-5	2,100 (X)	2,700	4.00E+05	--	2,700	1.90E+06 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Tetrachloroethene	127-18-4	1,200 (X)	100	2.00E+05 (C)	6.2 (M,SE)	100	9.30E+05 (C)	74 (SE)	110 (SE)	--	--	--	--	--	--	--	--	--	--	--
Toluene	108-88-3	5,400	16,000	2.50E+05 (C)	3,700	16,000	2.50E+05 (C)	64,000 (SE)	93,000 (SE)	<10	16	<10	<10	<10	<10	<10	<10	<10	<10	<10
trans-1,2-Dichloroethene	156-60-5	30,000 (X)	2,000	3.80E+06 (C)	39 (M)	2,000	1.20E+07 (C)	1,400 (SE)	2,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
trans-1,3-Dichloropropene	10061-02-6	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
trans-1,4-Dichloro-2-butene	110-57-6	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Trichloroethene	79-01-6	4,000 (X)	100	1.10E+05 (DD)	0.33 (M,SE)	100	6.60E+05 (C,DD)	4.0 (M,SE)	5.8 (M,SE)	--	--	--	--	--	--	--	--	--	--	--
Trichlorofluoromethane	75-69-4	NA	52,000	7.90E+07 (C)	--	1.50E+05	2.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Vinyl Chloride	75-01-4	260 (X)	40	3,800	0.082 (M)	40	34,000	8.2 (M)	12 (M)	--	--	--	--	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	820	5,600	4.10E+08 (C)	280	5,600	1.00E+09 (C)	5,000	7,200	<30	<30	<30	<30	<30	<30	<30	<30	<30	<30	<30

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013.*
[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*
Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion

Footnotes/Abbreviations:
(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
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(SE) - Site-specific criteria based on single event exposure; therefore, sampling methods should reflect shorter exposure scenarios.
(W) - Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) - Criterion is not protective for surface water used as a drinking water source.
(DD) - Hazardous substance causes developmental effects.
DCC - direct contact criteria
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
ID - Insufficient data to develop criterion
NA - not available
RBSL - risk based screening level
VISL - vapor intrusion screening levels

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential																
Sample Location:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	D-16	D-16 Duplicate	D-17	E-07	E-10	E-11	E-13	E-14	E-15	E-16	E-17
Depth Interval (ft):										(7-9)	(7-9)	(1-3)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(1-3)	(1-3)	(1-3)
Collection Date:										06/24/94	06/24/94	06/24/94	06/25/94	06/25/94	06/25/94	06/25/94	06/25/94	06/25/94	06/24/94	06/24/94
Volatile Organic Compounds	**CAS Number**																			
1,1,1,2-Tetrachloroethane	630-20-6	ID	1,500	4.80E+05 (C)	--	6,400	2.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,1-Trichloroethane	71-55-6	1,800	4,000	5.00E+08 (C)	--	4,000	1.00E+09 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2,2-Tetrachloroethane	79-34-5	1,600 (X)	170	53,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2-Trichloroethane	79-00-5	6,600 (X)	100	1.80E+05	--	100	8.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethane	75-34-3	15,000	18,000	2.70E+07 (C)	--	50,000	8.70E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethene	75-35-4	2,600	140	2.00E+05	12 (M)	140	6.60E+05 (C)	220	310	--	--	--	--	--	--	--	--	--	--	--
1,2,3-Trichloropropane	96-18-4	NA	840	1.30E+06 (C)	--	2,400	4.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trichlorobenzene	120-82-1	5,900 (X)	4,200	9.90E+05 (DD)	--	4,200	5.80E+06 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trimethylbenzene	95-63-6	570	2,100	3.20E+07 (C)	150	2,100	1.00E+08 (C)	2,600	7,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dibromo-3-chloropropane	96-12-8	ID	10 (M); 4.0	4,400 (C)	--	10 (M); 4.0	20,000 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichlorobenzene	95-50-1	280	14,000	1.90E+07 (C)	1,500	14,000	6.30E+07 (C)	26,000	38,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloroethane	107-06-2	7,200 (X)	100	91,000	--	100	4.20E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloropropane	78-87-5	4,600 (X)	100	1.40E+05	--	100	6.60E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,3,5-Trimethylbenzene	108-67-8	1,100	1,800	3.20E+07 (C)	100	1,800	1.00E+08 (C)	1,800	2,600	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichlorobenzene	541-73-1	680	170	2.00E+05 (C)	10 (M)	480	6.60E+05 (C)	180	260	--	--	--	--	--	--	--	--	--	--	--
1,4-Dichlorobenzene	106-46-7	360	1,700	4.00E+05	23 (M)	1,700	1.90E+06	660	950	--	--	--	--	--	--	--	--	--	--	--
2-Butanone (MEK)	78-93-3	44,000	2.60E+05	1.20E+08 (C,DD)	31,000 (SE)	7.60E+05	7.60E+08 (C,DD)	3.70E+05 (SE)	5.40E+05 (SE)	--	--	--	--	--	--	--	--	--	--	--
2-Hexanone	591-78-6	ID	20,000	3.20E+07 (C)	--	58,000	1.00E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
2-Methylnaphthalene	91-57-6	4,200	57,000	8.10E+06	1,700	1.70E+05	2.60E+07	30,000	44,000	--	--	--	--	--	--	--	--	--	--	--
4-Methyl-2-pentanone (MIBK)	108-10-1	ID	36,000	5.60E+07 (C)	--	1.00E+05	1.80E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Acetone	67-64-1	34,000	15,000	2.30E+07	2.60E+05	42,000	7.30E+07	3.10E+06	4.50E+06	--	--	--	--	--	--	--	--	--	--	--
Acrylonitrile	107-13-1	100 (M); 40	100 (M); 52	15,000	--	220	74,000	--	--	--	--	--	--	--	--	--	--	--	--	--
Benzene	71-43-2	4,000 (X)	100	1.80E+05	1.7 (M)	100	4.00E+05 (C)	47 (M)	68	<10	<10	<10	<10	<10	<10	**310**	**2,700**	**2,200**	<10	<10
Bromochloromethane	74-97-5	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	ID	1,600 (W)	1.10E+05	--	1,600 (W)	4.90E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromoform	75-25-2	ID	1,600 (W)	8.20E+05	--	1,600 (W)	3.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromomethane	74-83-9	700	200	3.20E+05	--	580	1.00E+06	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Disulfide	75-15-0	ID	16,000	7.20E+06 (C,DD)	--	46,000	4.30E+07 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Tetrachloride	56-23-5	900 (X)	100	96,000	--	100	4.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chlorobenzene	108-90-7	500	2,000	4.30E+06 (C)	82	2,000	1.40E+07 (C)	1,400	2,100	--	--	--	--	--	--	--	--	--	--	--
Chloroethane	75-00-3	22,000 (X)	8,600	2.60E+06 (C)	--	34,000	1.20E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chloroform	67-66-3	7,000	1,600 (W)	1.20E+06	0.26 (M)	1,600 (W)	5.50E+05 (C)	7.4 (M)	11 (M)	--	--	--	--	--	--	--	--	--	--	--
Chloromethane	74-87-3	ID	5,200	1.60E+06 (C)	--	22,000	7.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
cis-1,2-Dichloroethene	156-59-2	12,000	1,400	2.50E+06 (C)	2.1 (M)	1,400	8.00E+05 (C)	37 (M)	53	--	--	--	--	--	--	--	--	--	--	--
cis-1,3-Dichloropropene	10061-01-5	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromochloromethane	124-48-1	ID	1,600 (W)	1.10E+05	--	1,600 (W)	5.00E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromomethane	74-95-3	NA	1,600	2.50E+06 (C)	--	4,600	8.00E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Dichlorodifluoromethane	75-71-8	ID	95,000	5.20E+07 (C)	--	2.70E+05	1.70E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Diethyl ether	60-29-7	ID	200	1.10E+08 (C)	--	200	3.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Ethylbenzene	100-41-4	360	1,500	2.20E+07 (C)	12 (M)	1,500	7.10E+07 (C)	340	500	<10	<10	<10	<10	<10	<10	<10	**30,000**	**440**	<10	<10
Ethylene dibromide	106-93-4	110 (X)	20 (M); 1.0	92	0.074 (M)	20 (M); 1.0	430	2.1 (M)	3.0 (M)	--	--	--	--	--	--	--	--	--	--	--
Hexachloroethane	67-72-1	1,800 (X)	430	2.30E+05	--	1,200	7.30E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Iodomethane	74-88-4	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Isopropylbenzene	98-82-8	3,200	91,000	2.50E+07 (C)	3.8 (M)	2.60E+05	8.00E+07 (C)	110 (M)	160 (M)	--	--	--	--	--	--	--	--	--	--	--

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential														
Sample Location:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	D-16	D-16 Duplicate	D-17	E-07	E-10	E-11	E-13	E-14	E-15	E-16	E-17
Depth Interval (ft):										(7-9)	(7-9)	(1-3)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(1-3)	(1-3)	(1-3)
Collection Date:										06/24/94	06/24/94	06/24/94	06/25/94	06/25/94	06/25/94	06/25/94	06/25/94	06/25/94	06/24/94	06/24/94
Volatile Organic Compounds	***CAS Number***																			
Methyl t-butyl ether (MTBE)	1634-04-4	1.40E+05 (X)	800	1.50E+06	74 (M)	800	7.10E+05 (C)	2,100	3,000	--	--	--	--	--	--	--	--	--	--	--
Methylene Chloride	75-09-2	30,000 (X)	100	1.30E+06	--	100	5.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
n-Propylbenzene	103-65-1	ID	1,600	2.50E+06	1,800 (SE)	4,600	8.00E+06	21,000 (SE)	31,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
Naphthalene	91-20-3	730	35,000	1.60E+07	67 (M)	1.00E+05	5.20E+07	1,900	2,700	--	--	--	--	--	--	--	--	--	--	--
Styrene	100-42-5	2,100 (X)	2,700	4.00E+05	--	2,700	1.90E+06 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Tetrachloroethene	127-18-4	1,200 (X)	100	2.00E+05 (C)	6.2 (M,SE)	100	9.30E+05 (C)	74 (SE)	110 (SE)	--	--	--	--	--	--	--	--	--	--	--
Toluene	108-88-3	5,400	16,000	2.50E+05 (C)	3,700	16,000	2.50E+05 (C)	64,000 (SE)	93,000 (SE)	<10	<10	<10	<10	<10	<10	<10	970	450	<10	<10
trans-1,2-Dichloroethene	156-60-5	30,000 (X)	2,000	3.80E+06 (C)	39 (M)	2,000	1.20E+07 (C)	1,400 (SE)	2,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
trans-1,3-Dichloropropene	10061-02-6	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
trans-1,4-Dichloro-2-butene	110-57-6	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Trichloroethene	79-01-6	4,000 (X)	100	1.10E+05 (DD)	0.33 (M,SE)	100	6.60E+05 (C,DD)	4.0 (M,SE)	5.8 (M,SE)	--	--	--	--	--	--	--	--	--	--	--
Trichlorofluoromethane	75-69-4	NA	52,000	7.90E+07 (C)	--	1.50E+05	2.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Vinyl Chloride	75-01-4	260 (X)	40	3,800	0.082 (M)	40	34,000	8.2 (M)	12 (M)	--	--	--	--	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	820	5,600	4.10E+08 (C)	280	5,600	1.00E+09 (C)	5,000	7,200	<30	<30	<30	<30	<30	<30	160	**100,000**	**3,600**	<30	<30

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013.*
[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*
Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion

Footnotes/Abbreviations:
(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(M) - Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second, where provided, is the risk-based value.
(SE) - Site-specific criteria based on single event exposure; therefore, sampling methods should reflect shorter exposure scenarios.
(W) - Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) - Criterion is not protective for surface water used as a drinking water source.
(DD) - Hazardous substance causes developmental effects.
DCC - direct contact criteria
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
ID - Insufficient data to develop criterion
NA - not available
RBSL - risk based screening level
VISL - vapor intrusion screening levels

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential														
Sample Location:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	E-18	E-19	E-20	E-22	E-23	E-24	E-24 Duplicate	F-04	F-05	F-07	F-09
Depth Interval (ft):										(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(0.5)
Collection Date:										06/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/15/94	06/12/94	06/12/94	06/08/94
Volatile Organic Compounds	**CAS Number**																			
1,1,1,2-Tetrachloroethane	630-20-6	ID	1,500	4.80E+05 (C)	--	6,400	2.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,1-Trichloroethane	71-55-6	1,800	4,000	5.00E+08 (C)	--	4,000	1.00E+09 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2,2-Tetrachloroethane	79-34-5	1,600 (X)	170	53,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2-Trichloroethane	79-00-5	6,600 (X)	100	1.80E+05	--	100	8.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethane	75-34-3	15,000	18,000	2.70E+07 (C)	--	50,000	8.70E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethene	75-35-4	2,600	140	2.00E+05	12 (M)	140	6.60E+05 (C)	220	310	--	--	--	--	--	--	--	--	--	--	--
1,2,3-Trichloropropane	96-18-4	NA	840	1.30E+06 (C)	--	2,400	4.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trichlorobenzene	120-82-1	5,900 (X)	4,200	9.90E+05 (DD)	--	4,200	5.80E+06 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trimethylbenzene	95-63-6	570	2,100	3.20E+07 (C)	150	2,100	1.00E+08 (C)	2,600	7,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dibromo-3-chloropropane	96-12-8	ID	10 (M); 4.0	4,400 (C)	--	10 (M); 4.0	20,000 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichlorobenzene	95-50-1	280	14,000	1.90E+07 (C)	1,500	14,000	6.30E+07 (C)	26,000	38,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloroethane	107-06-2	7,200 (X)	100	91,000	--	100	4.20E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloropropane	78-87-5	4,600 (X)	100	1.40E+05	--	100	6.60E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,3,5-Trimethylbenzene	108-67-8	1,100	1,800	3.20E+07 (C)	100	1,800	1.00E+08 (C)	1,800	2,600	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichlorobenzene	541-73-1	680	170	2.00E+05 (C)	10 (M)	480	6.60E+05 (C)	180	260	--	--	--	--	--	--	--	--	--	--	--
1,4-Dichlorobenzene	106-46-7	360	1,700	4.00E+05	23 (M)	1,700	1.90E+06	660	950	--	--	--	--	--	--	--	--	--	--	--
2-Butanone (MEK)	78-93-3	44,000	2.60E+05	1.20E+08 (C,DD)	31,000 (SE)	7.60E+05	7.60E+08 (C,DD)	3.70E+05 (SE)	5.40E+05 (SE)	--	--	--	--	--	--	--	--	--	--	--
2-Hexanone	591-78-6	ID	20,000	3.20E+07 (C)	--	58,000	1.00E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
2-Methylnaphthalene	91-57-6	4,200	57,000	8.10E+06	1,700	1.70E+05	2.60E+07	30,000	44,000	--	--	--	--	--	--	--	--	--	--	--
4-Methyl-2-pentanone (MIBK)	108-10-1	ID	36,000	5.60E+07 (C)	--	1.00E+05	1.80E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Acetone	67-64-1	34,000	15,000	2.30E+07	2.60E+05	42,000	7.30E+07	3.10E+06	4.50E+06	--	--	--	--	--	--	--	--	--	--	--
Acrylonitrile	107-13-1	100 (M); 40	100 (M); 52	15,000	--	220	74,000	--	--	--	--	--	--	--	--	--	--	--	--	--
Benzene	71-43-2	4,000 (X)	100	1.80E+05	1.7 (M)	100	4.00E+05 (C)	47 (M)	68	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
Bromochloromethane	74-97-5	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	ID	1,600 (W)	1.10E+05	--	1,600 (W)	4.90E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromoform	75-25-2	ID	1,600 (W)	8.20E+05	--	1,600 (W)	3.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromomethane	74-83-9	700	200	3.20E+05	--	580	1.00E+06	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Disulfide	75-15-0	ID	16,000	7.20E+06 (C,DD)	--	46,000	4.30E+07 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Tetrachloride	56-23-5	900 (X)	100	96,000	--	100	4.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chlorobenzene	108-90-7	500	2,000	4.30E+06 (C)	82	2,000	1.40E+07 (C)	1,400	2,100	--	--	--	--	--	--	--	--	--	--	--
Chloroethane	75-00-3	22,000 (X)	8,600	2.60E+06 (C)	--	34,000	1.20E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chloroform	67-66-3	7,000	1,600 (W)	1.20E+06	0.26 (M)	1,600 (W)	5.50E+05 (C)	7.4 (M)	11 (M)	--	--	--	--	--	--	--	--	--	--	--
Chloromethane	74-87-3	ID	5,200	1.60E+06 (C)	--	22,000	7.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
cis-1,2-Dichloroethene	156-59-2	12,000	1,400	2.50E+06 (C)	2.1 (M)	1,400	8.00E+05 (C)	37 (M)	53	--	--	--	--	--	--	--	--	--	--	--
cis-1,3-Dichloropropene	10061-01-5	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromochloromethane	124-48-1	ID	1,600 (W)	1.10E+05	--	1,600 (W)	5.00E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromomethane	74-95-3	NA	1,600	2.50E+06 (C)	--	4,600	8.00E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Dichlorodifluoromethane	75-71-8	ID	95,000	5.20E+07 (C)	--	2.70E+05	1.70E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Diethyl ether	60-29-7	ID	200	1.10E+08 (C)	--	200	3.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Ethylbenzene	100-41-4	360	1,500	2.20E+07 (C)	12 (M)	1,500	7.10E+07 (C)	340	500	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
Ethylene dibromide	106-93-4	110 (X)	20 (M); 1.0	92	0.074 (M)	20 (M); 1.0	430	2.1 (M)	3.0 (M)	--	--	--	--	--	--	--	--	--	--	--
Hexachloroethane	67-72-1	1,800 (X)	430	2.30E+05	--	1,200	7.30E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Iodomethane	74-88-4	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Isopropylbenzene	98-82-8	3,200	91,000	2.50E+07 (C)	3.8 (M)	2.60E+05	8.00E+07 (C)	110 (M)	160 (M)	--	--	--	--	--	--	--	--	--	--	--

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			*Residential*			*Non-Residential*															
Sample Location:		**GSIPC & RBSLs [1]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**VISL Soil [2]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**Slab-on-Grade VISL Soil [2]**	**Unoccupied Basement VISL Soil [2]**	E-18	E-19	E-20	E-22	E-23	E-24	E-24 Duplicate	F-04	F-05	F-07	F-09
Depth Interval (ft):										(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(0.5)
Collection Date:										06/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/15/94	06/12/94	06/12/94	06/08/94
Volatile Organic Compounds	***CAS Number***																			
Methyl t-butyl ether (MTBE)	1634-04-4	1.40E+05 (X)	800	1.50E+06	74 (M)	800	7.10E+05 (C)	2,100	3,000	--	--	--	--	--	--	--	--	--	--	--
Methylene Chloride	75-09-2	30,000 (X)	100	1.30E+06	--	100	5.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
n-Propylbenzene	103-65-1	ID	1,600	2.50E+06	1,800 (SE)	4,600	8.00E+06	21,000 (SE)	31,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
Naphthalene	91-20-3	730	35,000	1.60E+07	67 (M)	1.00E+05	5.20E+07	1,900	2,700	--	--	--	--	--	--	--	--	--	--	--
Styrene	100-42-5	2,100 (X)	2,700	4.00E+05	--	2,700	1.90E+06 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Tetrachloroethene	127-18-4	1,200 (X)	100	2.00E+05 (C)	6.2 (M,SE)	100	9.30E+05 (C)	74 (SE)	110 (SE)	--	--	--	--	--	--	--	--	--	--	--
Toluene	108-88-3	5,400	16,000	2.50E+05 (C)	3,700	16,000	2.50E+05 (C)	64,000 (SE)	93,000 (SE)	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10	<10
trans-1,2-Dichloroethene	156-60-5	30,000 (X)	2,000	3.80E+06 (C)	39 (M)	2,000	1.20E+07 (C)	1,400 (SE)	2,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
trans-1,3-Dichloropropene	10061-02-6	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
trans-1,4-Dichloro-2-butene	110-57-6	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Trichloroethene	79-01-6	4,000 (X)	100	1.10E+05 (DD)	0.33 (M,SE)	100	6.60E+05 (C,DD)	4.0 (M,SE)	5.8 (M,SE)	--	--	--	--	--	--	--	--	--	--	--
Trichlorofluoromethane	75-69-4	NA	52,000	7.90E+07 (C)	--	1.50E+05	2.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Vinyl Chloride	75-01-4	260 (X)	40	3,800	0.082 (M)	40	34,000	8.2 (M)	12 (M)	--	--	--	--	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	820	5,600	4.10E+08 (C)	280	5,600	1.00E+09 (C)	5,000	7,200	<30	<30	<30	<30	<30	<30	<30	<30	<30	<30	<30

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013.*
[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*
Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion

Footnotes/Abbreviations:
(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(M) - Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second, where provided, is the risk-based value.
(SE) - Site-specific criteria based on single event exposure; therefore, sampling methods should reflect shorter exposure scenarios.
(W) - Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) - Criterion is not protective for surface water used as a drinking water source.
(DD) - Hazardous substance causes developmental effects.
DCC - direct contact criteria
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
ID - Insufficient data to develop criterion
NA - not available
RBSL - risk based screening level
VISL - vapor intrusion screening levels

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			*Residential*			*Non-Residential*														
Sample Location: / *Depth Interval (ft):* / *Collection Date:*		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	F-12 (0.5-2.5) 06/25/94	F-13 (0.5-2.5) 06/25/94	F-14 (0.5-2.5) 06/25/94	F-22 (1-3) 06/24/94	G-03 (1-1.5) 06/15/94	G-08 (0.5) 06/08/94	G-09 (0.5) 06/08/94	G-10 (0.5) 06/08/94	G-12 (1-3) 06/12/94	G-26 (1-3) 06/16/94	H-05 (1-3) 06/15/94
Volatile Organic Compounds	**CAS Number**																			
1,1,1,2-Tetrachloroethane	630-20-6	ID	1,500	4.80E+05 (C)	--	6,400	2.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,1-Trichloroethane	71-55-6	1,800	4,000	5.00E+08 (C)	--	4,000	1.00E+09 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2,2-Tetrachloroethane	79-34-5	1,600 (X)	170	53,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2-Trichloroethane	79-00-5	6,600 (X)	100	1.80E+05	--	100	8.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethane	75-34-3	15,000	18,000	2.70E+07 (C)	--	50,000	8.70E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethene	75-35-4	2,600	140	2.00E+05	12 (M)	140	6.60E+05 (C)	220	310	--	--	--	--	--	--	--	--	--	--	--
1,2,3-Trichloropropane	96-18-4	NA	840	1.30E+06 (C)	--	2,400	4.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trichlorobenzene	120-82-1	5,900 (X)	4,200	9.90E+05 (DD)	--	4,200	5.80E+06 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trimethylbenzene	95-63-6	570	2,100	3.20E+07 (C)	150	2,100	1.00E+08 (C)	2,600	7,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dibromo-3-chloropropane	96-12-8	ID	10 (M); 4.0	4,400 (C)	--	10 (M); 4.0	20,000 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichlorobenzene	95-50-1	280	14,000	1.90E+07 (C)	1,500	14,000	6.30E+07 (C)	26,000	38,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloroethane	107-06-2	7,200 (X)	100	91,000	--	100	4.20E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloropropane	78-87-5	4,600 (X)	100	1.40E+05	--	100	6.60E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,3,5-Trimethylbenzene	108-67-8	1,100	1,800	3.20E+07 (C)	100	1,800	1.00E+08 (C)	1,800	2,600	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichlorobenzene	541-73-1	680	170	2.00E+05 (C)	10 (M)	480	6.60E+05 (C)	180	260	--	--	--	--	--	--	--	--	--	--	--
1,4-Dichlorobenzene	106-46-7	360	1,700	4.00E+05	23 (M)	1,700	1.90E+06	660	950	--	--	--	--	--	--	--	--	--	--	--
2-Butanone (MEK)	78-93-3	44,000	2.60E+05	1.20E+08 (C,DD)	31,000 (SE)	7.60E+05	7.60E+08 (C,DD)	3.70E+05 (SE)	5.40E+05 (SE)	--	--	--	--	--	--	--	--	--	--	--
2-Hexanone	591-78-6	ID	20,000	3.20E+07 (C)	--	58,000	1.00E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
2-Methylnaphthalene	91-57-6	4,200	57,000	8.10E+06	1,700	1.70E+05	2.60E+07	30,000	44,000	--	--	--	--	--	--	--	--	--	--	--
2-Methyl-2-pentanone (MIBK)	108-10-1	ID	36,000	5.60E+07 (C)	--	1.00E+05	1.80E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Acetone	67-64-1	34,000	15,000	2.30E+07	2.60E+05	42,000	7.30E+07	3.10E+06	4.50E+06	--	--	--	--	--	--	--	--	--	--	--
Acrylonitrile	107-13-1	100 (M); 40	100 (M); 52	15,000	--	220	74,000	--	--	--	--	--	--	--	--	--	--	--	--	--
Benzene	71-43-2	4,000 (X)	100	1.80E+05	1.7 (M)	100	4.00E+05 (C)	47 (M)	68	**1,400**	32	<400	<10	<10	<10	<10	<10	<10	<10	<10
Bromochloromethane	74-97-5	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	ID	1,600 (W)	1.10E+05	--	1,600 (W)	4.90E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromoform	75-25-2	ID	1,600 (W)	8.20E+05	--	1,600 (W)	3.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromomethane	74-83-9	700	200	3.20E+05	--	580	1.00E+06	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Disulfide	75-15-0	ID	16,000	7.20E+06 (C,DD)	--	46,000	4.30E+07 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Tetrachloride	56-23-5	900 (X)	100	95,000	--	100	4.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chlorobenzene	108-90-7	500	2,000	4.30E+06 (C)	82	2,000	1.40E+07 (C)	1,400	2,100	--	--	--	--	--	--	--	--	--	--	--
Chloroethane	75-00-3	22,000 (X)	8,600	2.60E+06 (C)	--	34,000	1.20E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chloroform	67-66-3	7,000	1,600 (W)	1.20E+06	0.26 (M)	1,600 (W)	5.50E+05 (C)	7.4 (M)	11 (M)	--	--	--	--	--	--	--	--	--	--	--
Chloromethane	74-87-3	ID	5,200	1.60E+06 (C)	--	22,000	7.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
cis-1,2-Dichloroethene	156-59-2	12,000	1,400	2.50E+06 (C)	2.1 (M)	1,400	8.00E+05 (C)	37 (M)	53	--	--	--	--	--	--	--	--	--	--	--
cis-1,3-Dichloropropene	10061-01-5	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromochloromethane	124-48-1	ID	1,600 (W)	1.10E+05	--	1,600 (W)	5.00E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromomethane	74-95-3	NA	1,600	2.50E+06 (C)	--	4,600	8.00E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Dichlorodifluoromethane	75-71-8	ID	95,000	5.20E+07 (C)	--	2.70E+05	1.70E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Diethyl ether	60-29-7	ID	200	1.10E+08 (C)	--	200	3.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Ethylbenzene	100-41-4	360	1,500	2.20E+07 (C)	12 (M)	1,500	7.10E+07 (C)	340	500	<400	14	**8,400**	<10	<10	<10	<10	<10	<10	<10	<10
Ethylene dibromide	106-93-4	110 (X)	20 (M); 1.0	92	0.074 (M)	20 (M); 1.0	430	2.1 (M)	3.0 (M)	--	--	--	--	--	--	--	--	--	--	--
Hexachloroethane	67-72-1	1,800 (X)	430	2.30E+05	--	1,200	7.30E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Iodomethane	74-88-4	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Isopropylbenzene	98-82-8	3,200	91,000	2.50E+07 (C)	3.8 (M)	2.60E+05	8.00E+07 (C)	110 (M)	150 (M)	--	--	--	--	--	--	--	--	--	--	--

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			*Residential*			*Non-Residential*													
Sample Location:		**GSIPC & RBSLs [1]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**VISL Soil [2]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**Slab-on-Grade VISL Soil [2]**	**Unoccupied Basement VISL Soil [2]**	F-12	F-13	F-14	F-22	G-03	G-08	G-09	G-10	G-12	G-26	H-05
Depth Interval (ft):										(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(1-3)	(1-1.5)	(0.5)	(0.5)	(0.5)	(1-3)	(1-3)	(1-3)
Collection Date:										06/25/94	06/25/94	06/25/94	06/24/94	06/15/94	06/08/94	06/08/94	06/08/94	06/12/94	06/16/94	06/15/94
Volatile Organic Compounds	***CAS Number***																			
Methyl t-butyl ether (MTBE)	1634-04-4	1.40E+05 (X)	800	1.50E+06	74 (M)	800	7.10E+05 (C)	2,100	3,000	--	--	--	--	--	--	--	--	--	--	--
Methylene Chloride	75-09-2	30,000 (X)	100	1.30E+06	--	100	5.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
n-Propylbenzene	103-65-1	ID	1,600	2.50E+06	1,800 (SE)	4,600	8.00E+06	21,000 (SE)	31,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
Naphthalene	91-20-3	730	35,000	1.60E+07	67 (M)	1.00E+05	5.20E+07	1,900	2,700	--	--	--	--	--	--	--	--	--	--	--
Styrene	100-42-5	2,100 (X)	2,700	4.00E+05	--	2,700	1.90E+06 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Tetrachloroethene	127-18-4	1,200 (X)	100	2.00E+05 (C)	6.2 (M,SE)	100	9.30E+05 (C)	74 (SE)	110 (SE)	--	--	--	--	--	--	--	--	--	--	--
Toluene	108-88-3	5,400	16,000	2.50E+05 (C)	3,700	16,000	2.50E+05 (C)	64,000 (SE)	93,000 (SE)	710	25	<400	<10	<10	<10	<10	<10	<10	<10	18
trans-1,2-Dichloroethene	156-60-5	30,000 (X)	2,000	3.80E+06 (C)	39 (M)	2,000	1.20E+07 (C)	1,400 (SE)	2,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
trans-1,3-Dichloropropene	10061-02-6	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
trans-1,4-Dichloro-2-butene	110-57-6	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Trichloroethene	79-01-6	4,000 (X)	100	1.10E+05 (DD)	0.33 (M,SE)	100	6.60E+05 (C,DD)	4.0 (M,SE)	5.8 (M,SE)	--	--	--	--	--	--	--	--	--	--	--
Trichlorofluoromethane	75-69-4	NA	52,000	7.90E+07 (C)	--	1.50E+05	2.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Vinyl Chloride	75-01-4	260 (X)	40	3,800	0.082 (M)	40	34,000	8.2 (M)	12 (M)	--	--	--	--	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	820	5,600	4.10E+08 (C)	280	5,600	1.00E+09 (C)	5,000	7,200	**3,500**	55	**47,000**	<30	<30	<30	<30	<30	<30	<30	<30

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013.*
[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*
Results expressed in µg/Kg dry weight.
Bolded values exceed an applicable criterion

Footnotes/Abbreviations:
(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(M) - Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second, where provided, is the risk-based value.
(SE) - Site-specific criteria based on single event exposure; therefore, sampling methods should reflect shorter exposure scenarios.
(W) - Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) - Criterion is not protective for surface water used as a drinking water source.
(DD) - Hazardous substance causes developmental effects.
DCC - direct contact criteria
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
ID - Insufficient data to develop criterion
NA - not available
RBSL - risk based screening level
VISL - vapor intrusion screening levels

Appendix 1A - Soil Data Summary - Volatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential														
Sample Location: Depth Interval (ft): Collection Date:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	M-25 Duplicate (1-3) 06/16/94	N-23 (1-3) 06/13/94	E-21 (4-6) 05/03/95	E-21 Duplicate (4-6) 05/03/95	F-10 (0.2) 05/03/95	F-15 (2.5-3) 05/03/95	F-16 (3.5-4) 05/03/95	F-20 (3.5-4.5) 05/02/95	G-15 (2.5-3) 05/03/95	G-17 (2-2.5) 05/02/95	G-21 (3.5-5.5) 05/02/95
Volatile Organic Compounds	**CAS Number**																			
1,1,1,2-Tetrachloroethane	630-20-6	ID	1,500	4.80E+05 (C)	--	6,400	2.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,1-Trichloroethane	71-55-6	1,800	4,000	5.00E+08 (C)	--	4,000	1.00E+09 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2,2-Tetrachloroethane	79-34-5	1,600 (X)	170	53,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1,2-Trichloroethane	79-00-5	6,600 (X)	100	1.80E+05	--	100	8.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethane	75-34-3	15,000	18,000	2.70E+07 (C)	--	50,000	8.70E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,1-Dichloroethene	75-35-4	2,600	140	2.00E+05	12 (M)	140	6.60E+05 (C)	220	310	--	--	--	--	--	--	--	--	--	--	--
1,2,3-Trichloropropane	96-18-4	NA	840	1.30E+06 (C)	--	2,400	4.20E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trichlorobenzene	120-82-1	5,900 (X)	4,200	9.90E+05 (DD)	--	4,200	5.80E+06 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2,4-Trimethylbenzene	95-63-6	570	2,100	3.20E+07 (C)	150	2,100	1.00E+08 (C)	2,600	7,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dibromo-3-chloropropane	96-12-8	ID	10 (M); 4.0	4,400 (C)	--	10 (M); 4.0	20,000 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichlorobenzene	95-50-1	280	14,000	1.90E+07 (C)	1,500	14,000	6.30E+07 (C)	26,000	38,000	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloroethane	107-06-2	7,200 (X)	100	91,000	--	100	4.20E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
1,2-Dichloropropane	78-87-5	4,600 (X)	100	1.40E+05	--	100	6.60E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
1,3,5-Trimethylbenzene	108-67-8	1,100	1,800	3.20E+07 (C)	100	1,800	1.00E+08 (C)	1,800	2,600	--	--	--	--	--	--	--	--	--	--	--
1,3-Dichlorobenzene	541-73-1	680	170	2.00E+05 (C)	10 (M)	480	6.60E+05 (C)	180	260	--	--	--	--	--	--	--	--	--	--	--
1,4-Dichlorobenzene	106-46-7	360	1,700	4.00E+05	23 (M)	1,700	1.90E+06	660	950	--	--	--	--	--	--	--	--	--	--	--
2-Butanone (MEK)	78-93-3	44,000	2.60E+05	1.20E+08 (C,DD)	31,000 (SE)	7.60E+05	7.60E+08 (C,DD)	3.70E+05 (SE)	5.40E+05 (SE)	--	--	--	--	--	--	--	--	--	--	--
2-Hexanone	591-78-6	ID	20,000	3.20E+07 (C)	--	58,000	1.00E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
2-Methylnaphthalene	91-57-6	4,200	57,000	8.10E+06	1,700	1.70E+05	2.60E+07	30,000	44,000	--	--	--	--	--	--	--	--	--	--	--
4-Methyl-2-pentanone (MIBK)	108-10-1	ID	36,000	5.60E+07 (C)	--	1.00E+05	1.80E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Acetone	67-64-1	34,000	15,000	2.30E+07	2.60E+05	42,000	7.30E+07	3.10E+06	4.50E+06	--	--	--	--	--	--	--	--	--	--	--
Acrylonitrile	107-13-1	100 (M); 40	100 (M); 52	15,000	--	220	74,000	--	--	--	--	--	--	--	--	--	--	--	--	--
Benzene	71-43-2	4,000 (X)	100	1.80E+05	1.7 (M)	100	4.00E+05 (C)	47 (M)	68	<10	<10	47	<40	<10	**2,100**	<10	<10	<10	<10	<10
Bromochloromethane	74-97-5	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromodichloromethane	75-27-4	ID	1,600 (W)	1.10E+05	--	1,600 (W)	4.90E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromoform	75-25-2	ID	1,600 (W)	8.20E+05	--	1,600 (W)	3.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Bromomethane	74-83-9	700	200	3.20E+05	--	580	1.00E+06	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Disulfide	75-15-0	ID	16,000	7.20E+06 (C,DD)	--	46,000	4.30E+07 (C,DD)	--	--	--	--	--	--	--	--	--	--	--	--	--
Carbon Tetrachloride	56-23-5	900 (X)	100	95,000	--	100	4.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chlorobenzene	108-90-7	500	2,000	4.30E+06 (C)	82	2,000	1.40E+07 (C)	1,400	2,100	--	--	--	--	--	--	--	--	--	--	--
Chloroethane	75-00-3	22,000 (X)	8,600	2.60E+06 (C)	--	34,000	1.20E+07 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Chloroform	67-66-3	7,000	1,600 (W)	1.20E+06	0.26 (M)	1,600 (W)	5.50E+05 (C)	7.4 (M)	11 (M)	--	--	--	--	--	--	--	--	--	--	--
Chloromethane	74-87-3	ID	5,200	1.60E+06 (C)	--	22,000	7.40E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
cis-1,2-Dichloroethene	156-59-2	12,000	1,400	2.50E+06 (C)	2.1 (M)	1,400	8.00E+05 (C)	37 (M)	53	--	--	--	--	--	--	--	--	--	--	--
cis-1,3-Dichloropropene	10061-01-5	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromochloromethane	124-48-1	ID	1,600 (W)	1.10E+05	--	1,600 (W)	5.00E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Dibromomethane	74-95-3	NA	1,600	2.50E+06 (C)	--	4,600	8.00E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Dichlorodifluoromethane	75-71-8	ID	95,000	5.20E+07 (C)	--	2.70E+05	1.70E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Diethyl ether	60-29-7	ID	200	1.10E+08 (C)	--	200	3.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Ethylbenzene	100-41-4	360	1,500	2.20E+07 (C)	12 (M)	1,500	7.10E+07 (C)	340	500	<10	<10	320	340	34	**2,400**	32	<10	<10	<10	<10
Ethylene dibromide	106-93-4	110 (X)	20 (M); 1.0	92	0.074 (M)	20 (M); 1.0	430	2.1 (M)	3.0 (M)	--	--	--	--	--	--	--	--	--	--	--
Hexachloroethane	67-72-1	1,800 (X)	430	2.30E+05	--	1,200	7.30E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
Iodomethane	74-88-4	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Isopropylbenzene	98-82-8	3,200	91,000	2.50E+07 (C)	3.8 (M)	2.60E+05	8.00E+07 (C)	110 (M)	150 (M)	--	--	--	--	--	--	--	--	--	--	--

Appendix 1A - Soil Data Summary - Volatile Organic Compounds

Former Continental Motors Site

Muskegon, Michigan

Contractor:			*Residential*			*Non-Residential*														
Sample Location:		**GSIPC & RBSLs [1]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**VISL Soil [2]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**Slab-on-Grade VISL Soil [2]**	**Unoccupied Basement VISL Soil [2]**	M-25 Duplicate	N-23	E-21	E-21 Duplicate	F-10	F-15	F-16	F-20	G-15	G-17	G-21
Depth Interval (ft):										(1-3)	(1-3)	(4-6)	(4-6)	(0.2)	(2.5-3)	(3.5-4)	(3.5-4.5)	(2.5-3)	(2-2.5)	(3.5-5.5)
Collection Date:										06/16/94	06/13/94	05/03/95	05/03/95	05/03/95	05/03/95	05/03/95	05/02/95	05/03/95	05/02/95	05/02/95
Volatile Organic Compounds	***CAS Number***																			
Methyl t-butyl ether (MTBE)	1634-04-4	1.40E+05 (X)	800	1.50E+06	74 (M)	800	7.10E+05 (C)	2,100	3,000	--	--	--	--	--	--	--	--	--	--	--
Methylene Chloride	75-09-2	30,000 (X)	100	1.30E+06	--	100	5.80E+05 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
n-Propylbenzene	103-65-1	ID	1,600	2.50E+06	1,800 (SE)	4,600	8.00E+06	21,000 (SE)	31,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
Naphthalene	91-20-3	730	35,000	1.60E+07	67 (M)	1.00E+05	5.20E+07	1,900	2,700	--	--	--	--	--	--	--	--	--	--	--
Styrene	100-42-5	2,100 (X)	2,700	4.00E+05	--	2,700	1.90E+06 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Tetrachloroethene	127-18-4	1,200 (X)	100	2.00E+05 (C)	6.2 (M,SE)	100	9.30E+05 (C)	74 (SE)	110 (SE)	--	--	--	--	--	--	--	--	--	--	--
Toluene	108-88-3	5,400	16,000	2.50E+05 (C)	3,700	16,000	2.50E+05 (C)	64,000 (SE)	93,000 (SE)	<10	<10	290	170	<10	<28	<10	<10	<10	<10	<10
trans-1,2-Dichloroethene	156-60-5	30,000 (X)	2,000	3.80E+06 (C)	39 (M)	2,000	1.20E+07 (C)	1,400 (SE)	2,000 (SE)	--	--	--	--	--	--	--	--	--	--	--
trans-1,3-Dichloropropene	10061-02-6	180 (X)	170	10,000	--	700	2.40E+05	--	--	--	--	--	--	--	--	--	--	--	--	--
trans-1,4-Dichloro-2-butene	110-57-6	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Trichloroethene	79-01-6	4,000 (X)	100	1.10E+05 (DD)	0.33 (M,SE)	100	6.60E+05 (C,DD)	4.0 (M,SE)	5.8 (M,SE)	--	--	--	--	--	--	--	--	--	--	--
Trichlorofluoromethane	75-69-4	NA	52,000	7.90E+07 (C)	--	1.50E+05	2.60E+08 (C)	--	--	--	--	--	--	--	--	--	--	--	--	--
Vinyl Chloride	75-01-4	260 (X)	40	3,800	0.082 (M)	40	34,000	8.2 (M)	12 (M)	--	--	--	--	--	--	--	--	--	--	--
Xylenes, Total	1330-20-7	820	5,600	4.10E+08 (C)	280	5,600	1.00E+09 (C)	5,000	7,200	<30	<30	**2,100**	**2,000**	61	**14,000**	69	100	<30	<30	<30

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013.*

[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*

Results expressed in µg/Kg dry weight.

Bolded values exceed an applicable criterion

Footnotes/Abbreviations:

(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).

(M) - Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second, where provided, is the risk-based value.

(SE) - Site-specific criteria based on single event exposure; therefore, sampling methods should reflect shorter exposure scenarios.

(W) - Concentrations of trihalomethanes must be added together to determine compliance with criterion.

(X) - Criterion is not protective for surface water used as a drinking water source.

(DD) - Hazardous substance causes developmental effects.

DCC - direct contact criteria

DWPC - drinking water protection criteria

GSIPC - groundwater surface water interface protection criteria

ID - Insufficient data to develop criterion

NA - not available

RBSL - risk based screening level

VISL - vapor intrusion screening levels

Appendix 1B - Soil Data Summary - Semivolatile Organic Compounds

Former Continental Motors Site

Muskegon, Michigan

Contractor:			*Residential*			*Non-Residential*																	
Sample Location:		**GSIPC & RBSLs [1]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**VISL Soil [2]**	**DWPC & RBSLs [1]**	**DCC & RBSLs [1]**	**Slab-on-Grade VISL Soil [2]**	**Unoccupied Basement VISL Soil [2]**	B-103	S01	S02	S05	S06	S07	B-04	B-08	B-14	C-07	C-10	C-13	C-15	C-16
Depth Interval (ft):										(3.5-5)	Surface	Surface	Surface	Surface	Surface	(1-3)	(1-3)	(0.5)	(1-3)	(0.5-2.5)	(0.5-2.5)	(1-3)	(7-9)
Collection Date:										1990	05/11/93	05/11/93	05/11/93	05/11/93	05/11/93	06/17/94	06/17/94	06/20/94	06/17/94	06/25/94	06/25/94	06/17/94	06/24/94
Semivolatile Organic Compounds	***CAS Number***																						
2,4-Dimethylphenol	105-67-9	7.6	7.4	11,000	--	20	36,000	--	--	--	<0.1	<6	<6	<2	<8	--	--	0.47	--	--	--	--	<0.33
2-Chloronaphthalene	91-58-7	NA	620	56,000	--	1,800	1.80E+05	--	--	--	<0.1	<6	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
2-Methylnaphthalene	91-57-6	4.2	57	8,100	1,700	170	26,000	30,000	44,000	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Acenaphthene	83-32-9	8.7	300	41,000	2.10E+05	880	1.30E+05	3.60E+06	5.20E+06	<0.33	<0.1	<6	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Acenaphthylene	208-96-8	ID	5.9	1,600	DATA	17	5,200	DATA	DATA	<0.33	<0.1	<6	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Anthracene	120-12-7	ID	41	2.30E+05	1.30E+07	41	7.30E+05	2.20E+08	3.20E+08	<0.33	<0.1	9.1	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Benzo(a)anthracene	56-55-3	NLL	NLL	20	--	NLL	80	--	--	<0.33	<0.1	13	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	0.52	<0.33	<0.33
Benzo(a)pyrene	50-32-8	NLL	NLL	2.0	--	NLL	8.0	--	--	<0.33	<0.1	<6	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Benzo(b)fluoranthene	205-99-2	NLL	NLL	20	--	NLL	80	--	--	<0.33	0.32	**24**	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Benzo(g,h,i)perylene	191-24-2	NLL	NLL	2,500	--	NLL	7,000	--	--	<0.33	<0.1	7.3	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Benzo(k)fluoranthene	207-08-9	NLL	NLL	200	--	NLL	800	--	--	<0.33	<0.1	<6	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
bis(2-Ethylhexyl)phthalate	117-81-7	NLL	NLL	2,800	--	NLL	12,000 (C)	--	--	--	<0.33	<20	<20	<6.6	<26	--	--	<0.33	--	--	--	--	<0.33
Butyl benzyl phthalate	85-68-7	120 (X)	2,200 (C)	36,000 (C)	--	5,000 (C)	1.20E+05 (C)	--	--	--	<0.1	<6	<6	<2	<8	--	--	<0.33	--	--	--	--	<0.33
Chrysene	218-01-9	NLL	NLL	2,000	--	NLL	8,000	--	--	<0.33	<0.1	15	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	0.44	<0.33	<0.33
Dibenzo(a,h)anthracene	53-70-3	NLL	NLL	2.0	--	NLL	8.0	--	--	<0.33	<0.1	<6	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Di-n-butyl phthalate	84-74-2	11	950 (C)	27,000 (C)	--	2,700 (C)	87,000 (C)	--	--	--	<0.33	<20	<20	<6.6	<26	--	--	<0.33	--	--	--	--	<0.33
Fluoranthene	206-44-0	5.5	730	46,000	--	730	1.30E+05	--	--	<0.33	0.39	**60**	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	0.52	<0.33	<0.33
Fluorene	86-73-7	5.3	390	27,000	4.70E+05	890	87,000	8.30E+06	1.20E+07	<0.33	<0.1	**7.4**	<6	<2	**11**	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Indeno(1,2,3-cd)pyrene	193-39-5	NLL	NLL	20	--	NLL	80	--	--	<0.33	<0.1	<6	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Naphthalene	91-20-3	0.73	35	16,000	67 (M)	100	52,000	1,900	2,700	<0.33	<0.1	<6	<6	<2	<8	<0.33	<0.33	0.35	<0.33	**4.4**	**4.9**	0.40	<0.33
Phenanthrene	85-01-8	2.1	56	1,600	DATA	160	5,200	DATA	DATA	<0.33	0.24	**27**	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	2.0	**2.6**	0.34	<0.33
Phenol	108-95-2	9.0	88	40,000 (C)	--	260	2.30E+05 (C)	--	--	--	<0.1	<6	<6	<2	<8	--	--	<0.33	--	--	--	--	<0.33
Pyrene	129-00-0	ID	480	29,000	2.50E+07	480	84,000	4.40E+08	6.40E+08	<0.33	0.34	44	<6	<2	<8	<0.33	<0.33	<0.33	<0.33	0.48	0.74	<0.33	<0.33

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013*

[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*

Results expressed in mg/Kg dry weight.

Bolded values exceed an applicable criterion.

Footnotes/Abbreviations:

(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).

(M) - Site-specific criterion may be below target detection limits (TDL).

(X) - Criterion is not protective for surface water used as a drinking water source.

DATA - Insufficient physical chemical parameters to calculate site specific criteria for specified media. If detections are present in specified media, site-specific soil gas criteria should be used to evaluate risk.

DCC - direct contact criteria

DWPC - drinking water protection criteria

GSIPC - groundwater surface water interface protection criteria

ID - insufficient data to develop criterion

NA - not available

NLL - Not likely to leach under most soil conditions

RBSL - risk based screening level

VISL - vapor intrusion screening levels

Appendix 1B - Soil Data Summary - Semivolatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential			
Sample Location: / Depth Interval (ft): / Collection Date:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]
Semivolatile Organic Compounds	**CAS Number**								
2,4-Dimethylphenol	105-67-9	7.6	7.4	11,000	--	20	36,000	--	--
2-Chloronaphthalene	91-58-7	NA	620	56,000	--	1,800	1.80E+05	--	--
2-Methylnaphthalene	91-57-6	4.2	57	8,100	1,700	170	26,000	30,000	44,000
Acenaphthene	83-32-9	8.7	300	41,000	2.10E+05	880	1.30E+05	3.60E+06	5.20E+06
Acenaphthylene	208-96-8	ID	5.9	1,600	DATA	17	5,200	DATA	DATA
Anthracene	120-12-7	ID	41	2.30E+05	1.30E+07	41	7.30E+05	2.20E+08	3.20E+08
Benzo(a)anthracene	56-55-3	NLL	NLL	20	--	NLL	80	--	--
Benzo(a)pyrene	50-32-8	NLL	NLL	2.0	--	NLL	8.0	--	--
Benzo(b)fluoranthene	205-99-2	NLL	NLL	20	--	NLL	80	--	--
Benzo(g,h,i)perylene	191-24-2	NLL	NLL	2,500	--	NLL	7,000	--	--
Benzo(k)fluoranthene	207-08-9	NLL	NLL	200	--	NLL	800	--	--
bis(2-Ethylhexyl)phthalate	117-81-7	NLL	NLL	2,800	--	NLL	12,000 (C)	--	--
Butyl benzyl phthalate	85-68-7	120 (X)	2,200 (C)	36,000 (C)	--	5,000 (C)	1.20E+05 (C)	--	--
Chrysene	218-01-9	NLL	NLL	2,000	--	NLL	8,000	--	--
Dibenzo(a,h)anthracene	53-70-3	NLL	NLL	2.0	--	NLL	8.0	--	--
Di-n-butyl phthalate	84-74-2	11	950 (C)	27,000 (C)	--	2,700 (C)	87,000 (C	--	--
Fluoranthene	206-44-0	5.5	730	46,000	--	730	1.30E+05	--	--
Fluorene	86-73-7	5.3	390	27,000	4.70E+05	890	87,000	8.30E+06	1.20E+07
Indeno(1,2,3-cd)pyrene	193-39-5	NLL	NLL	20	--	NLL	80	--	--
Naphthalene	91-20-3	0.73	35	16,000	67 (M)	100	52,000	1,900	2,700
Phenanthrene	85-01-8	2.1	56	1,600	DATA	160	5,200	DATA	DATA
Phenol	108-95-2	9.0	88	40,000 (C)	--	260	2.30E+05 (C)	--	--
Pyrene	129-00-0	ID	480	29,000	2.50E+07	480	84,000	4.40E+08	6.40E+08

Sample Location:	C-17	D-03	D-05	D-08	D-10	D-12	D-14	D-15	D-16	D-17	D-17 Duplicate	E-07	E-10	E-11
Depth Interval (ft):	(7-9)	(0.5-2.5)	(0.5-2.5)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(7-9)	(1-3)	(1-3)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)
Collection Date:	06/24/94	06/12/94	06/25/94	06/17/94	06/17/94	06/17/94	06/17/94	06/25/94	06/24/94	06/24/94	06/24/94	06/25/94	06/25/94	06/25/94
2,4-Dimethylphenol	<0.33	--	--	--	--	--	--	--	<0.33	<0.33	<0.33	--	--	--
2-Chloronaphthalene	<0.33	<0.33	<0.33	<0.33	<0.66	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
2-Methylnaphthalene	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Acenaphthene	<0.33	<0.33	<0.33	<0.33	1.0	<0.66	<0.33	0.36	<0.33	<0.33	<0.33	<0.33	1.4	<0.33
Acenaphthylene	<0.33	<0.33	<0.33	<0.33	<0.66	<0.66	<0.33	0.37	<0.33	<0.33	<0.33	<0.33	0.67	<0.33
Anthracene	<0.33	<0.33	<0.33	<0.33	2.5	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	0.51	<0.33
Benzo(a)anthracene	<0.33	0.56	0.33	<0.33	6.9	<0.66	<0.33	0.39	<0.33	<0.33	<0.33	<0.33	2.6	0.76
Benzo(a)pyrene	<0.33	<0.33	<0.33	<0.33	**4.3**	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	0.52	<0.33
Benzo(b)fluoranthene	<0.33	0.54	<0.33	<0.33	6.5	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	0.86	0.48
Benzo(g,h,i)perylene	<0.33	<0.33	<0.33	<0.33	1.9	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Benzo(k)fluoranthene	<0.33	<0.33	<0.33	<0.33	1.7	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
bis(2-Ethylhexyl)phthalate	<0.33	--	--	--	--	--	--	--	<0.33	<0.33	<0.33	--	--	--
Butyl benzyl phthalate	<0.33	--	--	--	--	--	--	--	<0.33	<0.33	<0.33	--	--	--
Chrysene	<0.33	0.60	<0.33	<0.33	6.2	<0.66	0.44	0.75	<0.33	<0.33	<0.33	<0.33	3.3	1.4
Dibenzo(a,h)anthracene	<0.33	<0.33	<0.33	<0.33	<0.66	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Di-n-butyl phthalate	<0.33	--	--	--	--	--	--	--	<0.33	<0.33	<0.33	--	--	--
Fluoranthene	<0.33	0.84	0.90	<0.33	**15**	<0.66	0.41	0.63	<0.33	<0.33	<0.33	0.36	2.2	0.72
Fluorene	<0.33	<0.33	<0.33	<0.33	1.5	<0.66	<0.33	0.71	<0.33	<0.33	<0.33	<0.33	0.71	0.95
Indeno(1,2,3-cd)pyrene	<0.33	<0.33	<0.33	<0.33	2.3	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Naphthalene	<0.33	**2.3**	**2.4**	**1.1**	**2.0**	<0.66	**0.81**	**3.9**	<0.33	<0.33	<0.33	**2.0**	**4.8**	**6.2**
Phenanthrene	<0.33	1.5	1.7	0.68	**13**	<0.66	0.68	1.8	<0.33	<0.33	<0.33	1.7	**3.5**	**3.3**
Phenol	<0.33	--	--	--	--	--	--	--	<0.33	<0.33	<0.33	--	--	--
Pyrene	<0.33	0.87	0.76	<0.33	12	0.74	0.57	0.87	<0.33	<0.33	<0.33	0.41	4.4	1.1

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013*
[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*
Results expressed in mg/Kg dry weight.
Bolded values exceed an applicable criterion.

Footnotes/Abbreviations:
(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(M) - Site-specific criterion may be below target detection limits (TDL).
(X) - Criterion is not protective for surface water used as a drinking water source.
DATA - Insufficient physical chemical parameters to calculate site specific criteria for specified media. If detections are present in specified media, site-specific soil gas criteria should be used to evaluate risk.

DCC - direct contact criteria
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
ID - insufficient data to develop criterion
NA - not available
NLL - Not likely to leach under most soil conditions
RBSL - risk based screening level
VISL - vapor intrusion screening levels

Appendix 1B - Soil Data Summary - Semivolatile Organic Compounds

Former Continental Motors Site

Muskegon, Michigan

Contractor:			Residential			Non-Residential																	
Sample Location:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	E-13	E-14	E-15	E-16	E-17	E-18	E-19	E-20	E-22	E-23	E-24	F-04	F-05	F-07
Depth Interval (ft):										(0.5-2.5)	(0.5-2.5)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)	(1-3)
Collection Date:										06/25/94	06/25/94	06/25/94	06/24/94	08/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/24/94	06/15/94	06/12/94	06/12/94
Semivolatile Organic Compounds	**CAS Number**																						
2,4-Dimethylphenol	105-67-9	7.6	7.4	11,000	--	20	36,000	--	--	<0.33	<0.33	--	<0.66	<0.33	NA	<0.66	<0.33	<0.33	<0.33	2.5	--	--	--
2-Chloronaphthalene	91-58-7	NA	620	56,000	--	1,800	1.80E+05	--	--	<0.33	<0.33	<0.66	<0.66	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33
2-Methylnaphthalene	91-57-6	4.2	57	8,100	1,700	170	26,000	30,000	44,000	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Acenaphthene	83-32-9	8.7	300	41,000	2.10E+05	880	1.30E+05	3.60E+06	5.20E+06	<0.33	2.3	<0.66	1.4	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	0.80	<0.33	<0.33	<0.33
Acenaphthylene	208-96-8	ID	5.9	1,600	DATA	17	5,200	DATA	DATA	<0.33	<0.33	<0.66	<0.66	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33
Anthracene	120-12-7	ID	41	2.30E+05	1.30E+07	41	7.30E+05	2.20E+08	3.20E+08	<0.33	0.60	<0.66	2.5	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	1.1	<0.33	<0.33	<0.33
Benzo(a)anthracene	56-55-3	NLL	NLL	20	--	NLL	80	--	--	<0.33	0.70	<0.66	5.7	0.54	0.49	<0.66	0.33	<0.33	<0.33	1.6	<0.33	<0.33	0.37
Benzo(a)pyrene	50-32-8	NLL	NLL	2.0	--	NLL	8.0	--	--	<0.33	<0.33	<0.66	**6.1**	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33
Benzo(b)fluoranthene	205-99-2	NLL	NLL	20	--	NLL	80	--	--	<0.33	<0.33	<0.66	5.3	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33
Benzo(g,h,i)perylene	191-24-2	NLL	NLL	2,500	--	NLL	7,000	--	--	<0.33	<0.33	<0.66	1.1	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33
Benzo(k)fluoranthene	207-08-9	NLL	NLL	200	--	NLL	800	--	--	<0.33	<0.33	<0.66	2.0	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33
bis(2-Ethylhexyl)phthalate	117-81-7	NLL	NLL	2,800	--	NLL	12,000 (C)	--	--	<0.33	<0.33	--	<0.66	<0.33	--	--	--	<0.33	<0.33	<0.66	--	--	--
Butyl benzyl phthalate	85-68-7	120 (X)	2,200 (C)	36,000 (C)	--	5,000 (C)	1.20E+05 (C)	--	--	<0.33	<0.33	--	<0.66	<0.33	--	--	--	<0.33	<0.33	<0.66	--	--	--
Chrysene	218-01-9	NLL	NLL	2,000	--	NLL	8,000	--	--	<0.33	1.0	<0.66	6.0	0.46	0.66	<0.66	<0.33	<0.33	0.71	1.3	<0.33	<0.33	0.67
Dibenzo(a,h)anthracene	53-70-3	NLL	NLL	2.0	--	NLL	8.0	--	--	<0.33	<0.33	<0.66	<0.66	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33
Di-n-butyl phthalate	84-74-2	11	950 (C)	27,000 (C)	--	2,700 (C)	87,000 (C)	--	--	<0.33	<0.33	--	<0.66	<0.33	--	--	--	<0.33	<0.33	<0.66	--	--	--
Fluoranthene	206-44-0	5.5	730	46,000	--	730	1.30E+05	--	--	<0.33	1.5	<0.66	**21**	0.77	0.64	<0.66	<0.33	<0.33	<0.33	2.1	<0.33	0.39	0.68
Fluorene	86-73-7	5.3	390	27,000	4.70E+05	890	87,000	8.30E+06	1.20E+07	<0.33	1.9	<0.66	1.7	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	1.5	<0.33	<0.33	<0.33
Indeno(1,2,3-cd)pyrene	193-39-5	NLL	NLL	20	--	NLL	80	--	--	<0.33	<0.33	<0.66	1.4	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33
Naphthalene	91-20-3	0.73	35	16,000	67 (M)	100	52,000	1,900	2,700	<0.33	**22**	**2.6**	**6.9**	**3.6**	**8.9**	**1.6**	<0.33	0.49	<0.33	**27**	0.37	**0.82**	**0.81**
Phenanthrene	85-01-8	2.1	56	1,600	DATA	160	5,200	DATA	DATA	<0.33	**3.8**	2.0	**14**	2.1	**3.4**	0.79	<0.33	0.48	<0.33	**11**	0.35	1.0	0.92
Phenol	108-95-2	9.0	88	40,000 (C)	--	260	2.30E+05 (C)	--	--	<0.33	<0.33	--	<0.66	<0.33	--	--	--	<0.33	<0.33	0.68	--	--	--
Pyrene	129-00-0	ID	480	29,000	2.50E+07	480	84,000	4.40E+08	6.40E+08	<0.33	1.9	0.82	16	0.67	0.68	<0.66	0.37	<0.33	<0.33	2.6	<0.33	0.43	0.76

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013*

[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*

Results expressed in mg/Kg dry weight.

Bolded values exceed an applicable criterion.

Footnotes/Abbreviations:

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(M) - Site-specific criterion may be below target detection limits (TDL).

(X) - Criterion is not protective for surface water used as a drinking water source.

DATA - Insufficient physical chemical parameters to calculate site specific criteria for specified media. If detections are present in specified media, site-specific soil gas criteria should be used to evaluate risk.

DCC - direct contact criteria

DWPC - drinking water protection criteria

GSIPC - groundwater surface water interface protection criteria

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NA - not available

NLL - Not likely to leach under most soil conditions.

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Appendix 1B - Soil Data Summary - Semivolatile Organic Compounds
Former Continental Motors Site
Muskegon, Michigan

Contractor:			Residential			Non-Residential																	
Sample Location:		GSIPC & RBSLs [1]	DWPC & RBSLs [1]	DCC & RBSLs [1]	VISL Soil [2]	DWPC & RBSLs [1]	DCC & RBSLs [1]	Slab-on-Grade VISL Soil [2]	Unoccupied Basement VISL Soil [2]	F-09	F-12	F-13	F-14	F-14 Duplicate	F-22	G-03	G-08	G-09	G-10	G-12	G-26	H-06	H-08
Depth Interval (ft):										(1.0)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(1-3)	(1-1.5)	(1.0)	(1.0)	(1.0)	(1-3)	(1-3)	(1-3)	(1.0)
Collection Date:										06/08/94	06/25/94	06/25/94	06/25/94	06/25/94	06/24/94	06/15/94	06/08/94	06/08/94	06/08/94	06/12/94	06/16/94	06/15/94	06/08/94
Semivolatile Organic Compounds	***CAS Number***																						
2,4-Dimethylphenol	105-67-9	*7.6*	*7.4*	*11,000*	–	*20*	*36,000*	–	–	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	–	<0.33	<0.33	<0.33	–	–	–	<0.33
2-Chloronaphthalene	91-58-7	*NA*	*620*	*56,000*	–	*1,800*	*1.80E+05*	–	–	0.40	<0.33	<0.33	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
2-Methylnaphthalene	91-57-6	*4.2*	*57*	*8,100*	*1,700*	*170*	*26,000*	*30,000*	*44,000*	–	–	–	–	–	–	–	–	–	–	–	–	–	–
Acenaphthene	83-32-9	*8.7*	*300*	*41,000*	*2.10E+05*	*880*	*1.30E+05*	*3.60E+06*	*5.20E+06*	<0.33	0.49	1.2	0.61	0.42	<0.33	1.8	<0.33	<0.33	<0.33	0.83	<0.33	<0.33	<0.33
Acenaphthylene	208-96-8	*ID*	*5.9*	*1,600*	*DATA*	*17*	*5,200*	*DATA*	*DATA*	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.66	<0.33	<0.33	<0.33	0.77	<0.33	<0.33	<0.33
Anthracene	120-12-7	*ID*	*41*	*2.30E+05*	*1.30E+07*	*41*	*7.30E+05*	*2.20E+08*	*3.20E+08*	0.58	<0.33	0.91	<0.33	<0.33	<0.33	10	<0.33	<0.33	0.53	1.9	<0.33	<0.33	<0.33
Benzo(a)anthracene	56-55-3	*NLL*	*NLL*	*20*	–	*NLL*	*80*	–	–	1.4	1.1	0.84	0.41	<0.33	<0.33	**23**	0.79	<0.33	2.3	3.7	1.2	0.37	<0.33
Benzo(a)pyrene	50-32-8	*NLL*	*NLL*	*2.0*	–	*NLL*	*8.0*	–	–	1.1	<0.33	<0.33	<0.33	<0.33	<0.33	**19**	0.65	<0.33	1.3	**2.2**	<0.33	<0.33	<0.33
Benzo(b)fluoranthene	205-99-2	*NLL*	*NLL*	*20*	–	*NLL*	*80*	–	–	2.0	<0.33	<0.33	<0.33	<0.33	<0.33	**27**	0.97	<0.33	<0.33	2.9	<0.33	0.41	<0.33
Benzo(g,h,i)perylene	191-24-2	*NLL*	*NLL*	*2,500*	–	*NLL*	*7,000*	–	–	0.56	<0.33	<0.33	<0.33	<0.33	<0.33	7.3	0.39	<0.33	0.40	1.1	<0.33	<0.33	<0.33
Benzo(k)fluoranthene	207-08-9	*NLL*	*NLL*	*200*	–	*NLL*	*800*	–	–	0.60	<0.33	<0.33	<0.33	<0.33	<0.33	5.8	0.36	<0.33	<0.33	1.3	<0.33	<0.33	<0.33
bis(2-Ethylhexyl)phthalate	117-81-7	*NLL*	*NLL*	*2,800*	–	*NLL*	*12,000 (C)*	–	–	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	–	<0.33	<0.33	<0.33	–	–	–	<0.33
Butyl benzyl phthalate	85-68-7	*120 (X)*	*2,200 (C)*	*36,000 (C)*	–	*5,000 (C)*	*1.20E+05 (C)*	–	–	1.3	<0.33	<0.33	<0.33	<0.33	<0.33	–	<0.33	<0.33	<0.33	–	–	–	<0.33
Chrysene	218-01-9	*NLL*	*NLL*	*2,000*	–	*NLL*	*8,000*	–	–	1.8	0.88	0.79	0.52	0.41	<0.33	19	0.93	<0.33	1.9	3.6	1.3	<0.33	<0.33
Dibenzo(a,h)anthracene	53-70-3	*NLL*	*NLL*	*2.0*	–	*NLL*	*8.0*	–	–	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	**2.1**	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33
Di-n-butyl phthalate	84-74-2	*11*	*950 (C)*	*27,000 (C)*	–	*2,700 (C)*	*87,000 (C)*	–	–	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	–	<0.33	<0.33	1.1	–	–	–	2.8
Fluoranthene	206-44-0	*5.5*	*730*	*46,000*	–	*730*	*1.30E+05*	–	–	2.3	0.41	0.61	0.64	0.54	<0.33	**53**	1.3	<0.33	2.8	**8.7**	0.59	0.58	<0.33
Fluorene	86-73-7	*5.3*	*390*	*27,000*	*4.70E+05*	*890*	*87,000*	*8.30E+06*	*1.20E+07*	<0.33	0.55	1.0	1.3	0.80	<0.33	2.9	<0.33	<0.33	<0.33	1.4	<0.33	<0.33	<0.33
Indeno(1,2,3-cd)pyrene	193-39-5	*NLL*	*NLL*	*20*	–	*NLL*	*80*	–	–	0.65	<0.33	<0.33	<0.33	<0.33	<0.33	9.3	0.39	<0.33	0.38	1.1	<0.33	<0.33	<0.33
Naphthalene	91-20-3	*0.73*	*35*	*16,000*	*67 (M)*	*100*	*52,000*	*1,900*	*2,700*	<0.33	<0.33	**11**	**18**	**9.3**	<0.33	**1.0**	<0.33	<0.33	<0.33	0.69	<0.33	0.61	<0.33
Phenanthrene	85-01-8	*2.1*	*56*	*1,600*	*DATA*	*160*	*5,200*	*DATA*	*DATA*	0.99	0.97	2.0	1.8	1.2	<0.33	**31**	0.76	<0.33	0.65	**6.7**	<0.33	0.75	<0.33
Phenol	108-95-2	*9.0*	*88*	*40,000 (C)*	–	*260*	*2.30E+05 (C)*	–	–	<0.33	<0.33	<0.33	<0.33	<0.33	<0.33	–	<0.33	<0.33	<0.33	–	–	–	<0.33
Pyrene	129-00-0	*ID*	*480*	*29,000*	*2.50E+07*	*480*	*84,000*	*4.40E+08*	*6.40E+08*	2.1	1.3	1.7	0.81	0.61	<0.33	50	1.3	<0.33	5.2	7.5	1.5	0.54	<0.33

[1] *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, December 30, 2013*
[2] *Site-Specific Volatilization to Indoor Air Criteria, MDEQ, October 2, 2017*
Results expressed in mg/Kg dry weight.
Bolded values exceed an applicable criterion.

Footnotes/Abbreviations:
(C) - Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(M) - Site-specific criterion may be below target detection limits (TDL).
(X) - Criterion is not protective for surface water used as a drinking water source.
DATA - Insufficient physical chemical parameters to calculate site specific criteria for specified media. If detections are present in specified media, site-specific soil gas criteria should be used to evaluate risk.

DCC - direct contact criteria
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
ID - Insufficient data to develop criterion.
NA - not available
NLL - Not likely to leach under most soil conditions.
RBSL - risk based screening level
VISL - vapor intrusion screening levels

Appendix 1C - Soil Data Summary - Total Metals

Former Continental Motors Site

Muskegon, Michigan

Contractor:		*Statewide Default Background Levels*	*GSIPC & RBSLs*	*Residential*		*Non-Residential*																
Sample Location:				*DWPC & RBSLs*	*Direct Contact Criteria & RBSLs*	*DWPC & RBSLs*	*Direct Contact Criteria & RBSLs*	B-103	S01	S02	S05	S06	S07	B-04	B-08	B-14	C-07	C-10	C-13	C-15	C-17	D-03
Depth Interval (ft):								(3.5-5)	Surface	Surface	Surface	Surface	Surface	(1-3)	(1-3)	(0.5)	(1-3)	(0.5-2.5)	(0.5-2.5)	(1-3)	(7-9)	(0.5-2.5)
Collection Date:								1990	05/11/93	05/11/93	05/11/93	05/11/93	05/11/93	06/17/94	06/17/94	06/20/94	06/17/94	06/25/94	06/25/94	06/17/94	06/24/94	06/12/94
Metals, Total [1]	***CAS Number***																					
Aluminum (B)	7429-90-5	*6,900*	*NA*	*1.0*	*50,000*	*1.0*	*3.70E+05*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Antimony	7440-36-0	*NA*	*94 (X)*	*4.3*	*180*	*4.3*	*670*		<5.0	<5.0	<5.0	<5.0	<5.0	<0.50	<0.50	<0.50	<0.50	<0.50	0.84	<0.50	<0.50	<0.50
Arsenic (B)	7440-38-2	*5.8*	*4.6*	*4.6*	*7.6*	*4.6*	*37*	ND	3.0	2.0	**25**	1.8	2.8	3.5	0.62	**7.8**	**11**	5.6	**23**	4.1	1.6	2.7
Barium (B)	7440-39-3	*75*	*440 (G)*	*1,300*	*37,000*	*1,300*	*1.30E+05*															
Beryllium	7440-41-7	*NA*	*35 (G)*	*51*	*410*	*51*	*1,600*	---	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Cadmium (B)	7440-43-9	*1.2*	*3.6 (G,X)*	*6.0*	*550*	*6.0*	*2,100*	1.5	3.6	**5.4**	**46**	**22**	0.92	0.95	<0.050	**4.6**	0.15	0.22	0.760	0.35	0.68	0.10
Chromium (B,H)	7440-47-3	*18 (total)*	*3.3*	*30*	*2,500*	*30*	*9,200*	---	14	**53**	**290**	**35**	11	**43**	4.2	10	11	4.4	12	14	**23**	5.5
Chromium, Hexavalent	18540-29-9	*NA*	*3.3*	*30*	*2,500*	*30*	*9,200*															
Cobalt	7440-48-4	*6.8*	*2.0*	*0.80*	*2,600*	*2.0*	*9,000*															
Copper (B)	7440-50-8	*32*	*75 (G)*	*5,800*	*20,000*	*5,800*	*73,000*	---	**180**	68	**1,400**	**95**	13	68	7.2	24	13	20	28	27	60	8.0
Cyanide	57-12-5	*0.39 (total)*	*0.10*	*4.0*	*12*	*4.0*	*250*	---	<0.50	<0.50	<0.50	<0.50	<0.50	---	---	---	---	---	---	---	---	---
Iron (B)	7439-89-6	*12,000*	*NA*	*6.0*	*1.60E+05*	*6.0*	*5.80E+05*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Lead, Coarse Fraction	7439-92-1	*21*	*--*	*--*	*400*	*--*	*900*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Lead, Fine Fraction	7439-92-1	*21*	*--*	*--*	*400*	*--*	*900*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Lead, Total (Calculated) (B)	7439-92-1	*21*	*5,100 (G,X)*	*700*	*400*	*700*	*900*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Lead (B)	7439-92-1	*21*	*5,100 (G,X)*	*700*	*400*	*700*	*900*	47	70	50	84	210	8.9	83	37	62	25	47	56	40	64	**680**
Manganese (B)	7439-96-5	*440*	*56 (G,X)*	*1.0*	*25,000*	*1.0*	*90,000*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Molybdenum (B)	7439-98-7	*NA*	*64 (X)*	*1.5*	*2,000*	*4.2*	*9,600*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Mercury (Total) (B)	7439-97-6	*0.13*	*0.050 (M); 0.0012*	*1.7*	*160*	*1.7*	*580*	---	**0.22**	<0.025	0.089	**0.16**	<0.025	0.12	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10
Nickel (3)	7440-02-0	*20*	*76 (G)*	*100*	*40,000*	*100*	*1.50E+05*	---	36	43	**310**	21	<5.0	16	2.7	13	11	8.8	8.5	17	39	5.0
Selenium (B)	7782-49-2	*0.41*	*0.40*	*4.0*	*2,600*	*4.0*	*9,600*	ND	<0.050	<0.050	<0.050	<0.050	<0.050	<0.50	<0.50	---	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Silver (B)	7440-22-4	*1.0*	*0.10 (M); 0.027*	*4.5*	*2,500*	*13.0*	*9,000*	---	<0.50	<0.50	<0.50	<0.50	<0.50	---	---	<0.50	---	---	---	---	---	---
Thallium	7440-28-0	*NA*	*4.2 (X)*	*2.3*	*35*	*2.3*	*130*	---	<25.0	<25.0	<25.0	<25.0	<25.0	---	---	0.64	---	---	---	---	---	---
Vanadium	7440-62-2	*NA*	*430*	*72*	*750*	*990*	*5,500*	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Zinc (B)	7440-66-6	*47*	*170 (G)*	*2,400*	*1.70E+05*	*5,000*	*6.30E+05*	170	85	54	110	95	27	74	9.1	54	21	22	40	46	130	30

**Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013.*

All values in mg/Kg.

Bolded values exceed Statewide Default Background Levels and another applicable criterion.

Footnotes/Abbreviations:

(1) - Metals, with the exception of Mercury, are not likely to volatize under most conditions. Mercury has insufficient data to develop Vapor Intrusion Screening Level criterion.

(B) - Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.

(G) - Criterion dependent on receiving surface water hardness; calculated criteria based on water hardness of 150 mg/L.

(H) - Where data is provided for total Cr only, result is compared to hexavalent Cr criteria.

(M) - Criterion is below the TDL; criterion defaults to TDL (first value is criterion, second value is the risk based or solubility value).

(X) - Criterion not protective for surface water used as a drinking water source.

DWPC - drinking water protection criteria

GSIPC - groundwater surface water interface protection criteria

NA - not available

ND - not detected

NLV - Not likely to volatilize under most conditions

RBSL - risk-based screening level

Appendix 1C - Soil Data Summary - Total Metals
Former Continental Motors Site
Muskegon, Michigan

Contractor:		Statewide Default Background Levels	GSIPC & RBSLs	Residential		Non-Residential																
				DWPC & RBSLs	Direct Contact Criteria & RBSLs	DWPC & RBSLs	Direct Contact Criteria & RBSLs															
Sample Location:								D-05	D-08	D-10	D-12	D-14	D-15	D-17	E-07	E-10	E-11	E-13	E-14	E-15	E-16	E-17
Depth Interval (ft):								(0.5-2.5)	(1-3)	(1-1.5)	(1-3)	(1-3)	(1-3)	(1-3)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(0.5-2.5)	(1-3)	(1-3)	(1-3)
Collection Date:								06/25/94	06/17/94	06/17/94	06/17/94	06/17/94	06/25/94	06/24/94	06/25/94	06/25/94	06/25/94	06/25/94	06/25/94	06/25/94	06/24/94	06/24/94
Metals, Total [(1)]	***CAS Number***																					
Aluminum (B)	7429-90-5	*6,900*	*NA*	*1.0*	*50,000*	*1.0*	*3.70E+05*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Antimony	7440-36-0	*NA*	*94 (X)*	*4.3*	*180*	*4.3*	*670*	<0.50	0.60	0.97	<0.50	<0.50	<0.50	0.52	<0.50	3.0	1.0	<0.50	<0.50	<0.50	<0.50	0.58
Arsenic (B)	7440-38-2	*5.8*	*4.6*	*4.6*	*7.6*	*4.6*	*37*	4.2	4.2	**15**	**13**	5.4	1.1	**17**	3.4	**27**	**11**	5.6	1.9	1.0	3.0	**7.9**
Barium (B)	7440-39-3	*75*	*440 (G)*	*1,300*	*37,000*	*1,300*	*1.30E+05*															
Beryllium	7440-41-7	*NA*	*35 (G)*	*51*	*410*	*51*	*1,600*	<0.50	<0.50	0.64	<0.50	0.33	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Cadmium (B)	7440-43-9	*1.2*	*3.6 (G,X)*	*6.0*	*550*	*6.0*	*2,100*	0.364	1.0	0.76	0.30	0.38	0.060	0.33	1.1	0.78	2.3	0.822	<0.050	<0.050	0.30	0.51
Chromium (B,H)	7440-47-3	*18 (total)*	*3.3*	*30*	*2,500*	*30*	*9,200*	16	**46**	**19**	14	**24**	3.7	**24**	8.0	**93**	**54**	8.6	<2.5	<2.5	16	10
Chromium, Hexavalent	18540-29-9	*NA*	*3.3*	*30*	*2,500*	*30*	*9,200*															
Cobalt	7440-48-4	*6.8*	*2.0*	*0.80*	*2,600*	*2.0*	*9,000*															
Copper (B)	7440-50-8	*32*	*75 (G)*	*5,800*	*20,000*	*5,800*	*73,000*	25	62	68	28	37	2.5	27	17	**240**	**150**	39	<1.0	<1.0	58	26
Cyanide	57-12-5	*0.39 (total)*	*0.10*	*4.0*	*12*	*4.0*	*250*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Iron (B)	7439-89-6	*12,000*	*NA*	*6.0*	*1.60E+05*	*6.0*	*5.80E+05*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Coarse Fraction	7439-92-1	*21*	*--*	*--*	*400*	*--*	*900*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Fine Fraction	7439-92-1	*21*	*--*	*--*	*400*	*--*	*900*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Total (Calculated) (B)	7439-92-1	*21*	*5,100 (G,X)*	*700*	*400*	*700*	*900*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead (B)	7439-92-1	*21*	*5,100 (G,X)*	*700*	*400*	*700*	*900*	32	46	210	32	54	14	34	21	310	118	88	13	4.9	84	40
Manganese (B)	7439-96-5	*440*	*56 (G,X)*	*1.0*	*25,000*	*1.0*	*90,000*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Molybdenum (B)	7439-98-7	*NA*	*64 (X)*	*1.5*	*2,000*	*4.2*	*9,600*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Mercury (Total) (E)	7439-97-6	*0.13*	*0.050 (M); 0.0012*	*1.7*	*160*	*1.7*	*580*	<0.10	<0.10	0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.10	<0.10
Nickel (3)	7440-02-0	*20*	*76 (G)*	*100*	*40,000*	*100*	*1.50E+05*	8.3	**99**	33	15	18	3.0	12	12	**120**	50	**43**	1.8	3.4	20	9.1
Selenium (B)	7782-49-2	*0.41*	*0.40*	*4.0*	*2,600*	*4.0*	*9,600*	<0.50	<0.50	**1.1**	**0.72**	**0.68**	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Silver (B)	7440-22-4	*1.0*	*0.10 (M); 0.027*	*4.5*	*2,500*	*13.0*	*9,000*	--	--	--	--	--	--	--	--	--	--	<0.50	<0.50	--	<0.50	<0.50
Thallium	7440-28-0	*NA*	*4.2 (X)*	*2.3*	*35*	*2.3*	*130*	--	--	--	--	--	--	--	--	--	--	<0.50	<0.50	--	<0.50	0.51
Vanadium	7440-62-2	*NA*	*430*	*72*	*750*	*990*	*5,500*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Zinc (B)	7440-66-6	*47*	*170 (G)*	*2,400*	*1.70E+05*	*5,000*	*6.30E+05*	58	94	160	33	58	17	26	49	81	83	49	3.3	3.3	74	70

**Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013.*

All values in mg/Kg.

Bolded values exceed Statewide Default Background Levels and another applicable criterion.

Footnotes/Abbreviations:

(1) - Metals, with the exception of Mercury, are not likely to volatize under most conditions. Mercury has insufficient data to develop Vapor Intrusion Screening Level criterion.

(B) - Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(G) - Criterion dependent on receiving surface water hardness; calculated criteria based on water hardness of 150 mg/L.
(H) - Where data is provided for total Cr only, result is compared to hexavalent Cr criteria.
(M) - Criterion is below the TDL; criterion defaults to TDL (first value is criterion, second value is the risk based or solubility value).
(X) - Criterion not protective for surface water used as a drinking water source.
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
NA - not available
ND - not detected
NLV - Not likely to volatilize under most conditions
RBSL - risk-based screening level

Appendix 1C - Soil Data Summary - Total Metals

Former Continental Motors Site

Muskegon, Michigan

Contractor:		Statewide Default Background Levels	GSIPC & RBSLs	Residential		Non-Residential																
Sample Location: / Depth Interval (ft): / Collection Date:				DWPC & RBSLs	Direct Contact Criteria & RBSLs	DWPC & RBSLs	Direct Contact Criteria & RBSLs	E-18 (1-3) 06/24/94	E-20 (1-3) 06/24/94	E-21 (4-6) 05/03/95	E-22 (1-3) 06/24/94	E-24 (1-3) 06/24/94	F-04 (1-3) 06/15/94	F-05 (1-3) 06/12/94	F-07 (1-3) 06/12/94	F-09 (1.0) 06/08/94	F-10 (0-2) 05/03/95	F-12 (0.5-2.5) 06/25/94	F-13 (0.5-2.5) 06/25/94	F-14 (0.5-2.5) 06/25/94	F-22 (1-3) 06/24/94	G-03 (1-3) 06/15/94
Metals, Total [1]	*CAS Number*																					
Aluminum (B)	7429-90-5	6,900	NA	1.0	50,000	1.0	3.70E+05	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Antimony	7440-36-0	NA	94 (X)	4.3	180	4.3	670	<0.50	1.2	3.3	<0.50	<0.50	<0.50	<0.50	<0.50	3.3	**7.3**	<0.50	<0.50	<0.50	<0.50	<0.50
Arsenic (B)	7440-38-2	5.8	4.6	4.6	7.6	4.6	37	3.4	**12**	**21**	**50**	**6.4**	3.5	4.4	**6.2**	**16**	**26**	0.87	1.1	0.97	**26**	**7.2**
Barium (B)	7440-39-3	75	440 (G)	1,300	37,000	1,300	1.30E+05															
Beryllium	7440-41-7	NA	85 (G)	51	410	51	1,600	<0.50	<0.50	<0.50	<0.50	<0.50	1.3	<0.50	<0.50	0.29	0.49	<0.50	<0.50	<0.50	<0.50	0.46
Cadmium (B)	7440-43-9	1.2	3.6 (G,X)	6.0	550	6.0	2,100	0.21	0.50	0.82	<0.050	0.071	0.13	0.27	1.0	3.4	3.1	<0.050	<0.050	<0.050	0.052	0.25
Chromium (B,H)	7440-47-3	18 (total)	3.3	30	2,500	30	9,200	2.9	**34**	**200**	7.6	4.6	7.5	8.1	**33**	**37**	**41**	<2.5	<2.5	<2.5	2.6	8.0
Chromium, Hexavalent	18540-29-9	NA	3.3	30	2,500	30	9,200															
Cobalt	7440-48-4	6.8	2.0	0.80	2,600	2.0	9,000															
Copper (B)	7440-50-8	32	75 (G)	5,800	20,000	5,800	73,000	17	55	5.1	14	12	14	15	**99**	**222**	**500**	<1.0	<1.0	1.7	2.8	24
Cyanide	57-12-5	0.39 (total)	0.10	4.0	12	4.0	250	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Iron (B)	7439-89-6	12,000	NA	6.0	1.60E+05	6.0	5.80E+05	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Coarse Fraction	7439-92-1	21	--	--	400	--	900	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Fine Fraction	7439-92-1	21	--	--	400	--	900	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Total (Calculated) (B)	7439-92-1	21	5,100 (G,X)	700	400	700	900	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead (B)	7439-92-1	21	5,100 (G,X)	700	400	700	900	34	51	**1,600**	9.7	17	8.8	28	89	455	220	4.9	15	19	1.6	74
Manganese (B)	7439-96-5	440	56 (G,X)	1.0	25,000	1.0	90,000	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Molybdenum (B)	7439-98-7	NA	64 (X)	1.5	2,000	4.2	9,600	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Mercury (Total) (B)	7439-97-6	0.13	0.050 (M); 0.0012	1.7	160	1.7	580	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	**0.28**	**0.15**	<0.10	<0.10	<0.10	<0.10	<0.10
Nickel (3)	7440-02-0	20	76 (G)	100	40,000	100	1.50E+05	5.2	34	**330**	3.1	8.8	18	11	37	63	**110**	<1.0	<1.0	1.3	<1.0	11
Selenium (B)	7782-49-2	0.41	0.40	4.0	2,600	4.0	9,600	**2.1**	<0.50	<0.50	**1.6**	**1.3**	<0.50	**0.55**	<0.50	**2.2**	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Silver (B)	7440-22-4	1.0	0.10 (M); 0.027	4.5	2,500	13.0	9,000	--	--	--	--	--	--	--	--	<0.50	--	<0.50	<0.50	<0.50	--	--
Thallium	7440-28-0	NA	4.2 (X)	2.3	35	2.3	130	--	--	--	--	--	--	--	--	<0.50	--	<0.50	<0.50	<0.50	--	--
Vanadium	7440-62-2	NA	430	72	750	990	5,500	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Zinc (B)	7440-66-6	47	170 (G)	2,400	1.70E+05	5,000	6.30E+05	36	53	**340**	3.4	4.5	22	27	**185**	**238**	**330**	3.2	2.0	7.4	4.2	97

*Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013.

All values in mg/Kg.

Bolded values exceed Statewide Default Background Levels and another applicable criterion.

Footnotes/Abbreviations:

(1) - Metals, with the exception of Mercury, are not likely to volatize under most conditions. Mercury has insufficient data to develop Vapor Intrusion Screening Level criterion.

(B) - Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.

(G) - Criterion dependent on receiving surface water hardness; calculated criteria based on water hardness of 150 mg/l.

(H) - Where data is provided for total Cr only, result is compared to hexavalent Cr criteria.

(M) - Criterion is below the TDL; criterion defaults to TDL (first value is criterion, second value is the risk based or solubility value).

(X) - Criterion not protective for surface water used as a drinking water source.

DWPC - drinking water protection criteria

GSIPC - groundwater surface water interface protection criteria

NA - not available

ND - not detected

NLV - Not likely to volatilize under most conditions

RBSL - risk-based screening level

Appendix 1C - Soil Data Summary - Total Metals
Former Continental Motors Site
Muskegon, Michigan

Contractor:		Statewide Default Background Levels	GSIPC & RBSLs	Residential		Non-Residential																
Sample Location:				DWPC & RBSLs	Direct Contact Criteria & RBSLs	DWPC & RBSLs	Direct Contact Criteria & RBSLs	G-08	G-09	G-10	G-12	G-14	G-24	G-26	H-06	H-08	H-09	H-11	H-12	H-14	H-22	H-24
Depth Interval (ft):								(1.0)	(1.0)	(1.0)	(1-3)	(1-3)	(2.5-4.5)	(1-3)	(1-3)	(1.0)	(1.5)	(0.5-1.5)	(1-3)	(1.5)	(1-3)	(2.0)
Collection Date:								06/08/94	06/08/94	06/08/94	06/12/94	06/14/94	06/15/94	06/16/94	06/15/94	06/08/94	06/08/94	06/23/94	06/14/94	06/08/94	06/16/94	06/09/94
Metals, Total [1]	***CAS Number***																					
Aluminum (B)	7429-90-5	6,900	NA	1.0	50,000	1.0	3.70E+05	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Antimony	7440-36-0	NA	94 (X)	4.3	180	4.3	670	<0.50	**7.6**	<0.50	<0.50	<0.50	**15**	<0.50	<0.50	<0.50	<0.50	0.85	<0.50	<0.50	<0.50	<0.50
Arsenic (B)	7440-38-2	5.8	4.6	4.6	7.6	4.6	37	4.8	**18**	0.80	1.6	0.72	**18**	**7.5**	1.6	0.63	0.82	0.64	1.4	1.6	0.51	1.2
Barium (B)	7440-39-3	75	440 (G)	1,300	37,000	1,300	1.30E+05															
Beryllium	7440-41-7	NA	35 (G)	51	410	51	1,600	0.19	0.38	<0.10	<0.50	<0.50	<0.50	0.29	<0.50	<0.10	<0.10	<0.50	<0.50	<0.10	<0.50	<0.50
Cadmium (B)	7440-43-9	1.2	3.6 (G,X)	6.0	550	6.0	2,100	2.3	2.7	0.20	0.27	0.092	3.9	2.7	1.6	0.11	0.09	0.11	0.29	0.21	0.054	<0.050
Chromium (B,H)	7440-47-3	18 (total)	3.3	30	2,500	30	9,200	**34**	14	2.4	5.8	3.7	**250**	**78**	**20**	2.9	2.7	3.0	7.7	15	7.5	2.8
Chromium, Hexavalent	18540-29-9	NA	3.3	30	2,500	30	9,200															
Cobalt	7440-48-4	6.8	2.0	0.80	2,600	2.0	9,000															
Copper (B)	7440-50-8	32	75 (G)	5,800	20,000	5,800	73,000	**262**	**280**	13	28	28	**990**	**150**	43	10	4.6	16	63	27	3.7	1.7
Cyanide	57-12-5	0.39 (total)	0.10	4.0	12	4.0	250	**9.0**	0.14	<0.10	--	--	--	--	--	--	--	--	--	--	--	--
Iron (B)	7439-89-6	12,000	NA	6.0	1.60E+05	6.0	5.80E+05	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Coarse Fraction	7439-92-1	21	--	--	400	--	900	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Fine Fraction	7439-92-1	21	--	--	400	--	900	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead, Total (Calculated) (B)	7439-92-1	21	5,100 (G,X)	700	400	700	900	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lead (B)	7439-92-1	21	5,100 (G,X)	700	400	700	900	93	**1,900**	14	32	32	290	100	120	13	5.9	54	85	42	1.3	1.9
Manganese (B)	7439-96-5	440	56 (G,X)	1.0	25,000	1.0	90,000	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Molybdenum (B)	7439-98-7	NA	64 (X)	1.5	2,000	4.2	9,600	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Mercury (Total) (E)	7439-97-6	0.13	0.050 (M); 0.0012	1.7	160	1.7	580	<0.10	0.13	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	0.11	**0.46**	**0.31**	<0.10	<0.10
Nickel (3)	7440-02-0	20	76 (G)	100	40,000	100	1.50E+05	90	49	3.6	6.9	3.6	**270**	**96**	25	4.8	7.8	1.9	15	8.5	17	4.4
Selenium (B)	7782-49-2	0.41	0.40	4.0	2,600	4.0	9,600	<0.50	**0.80**	**0.58**	**0.53**	<0.50	<0.50	**0.79**	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50
Silver (B)	7440-22-4	1.0	0.10 (M); 0.027	4.5	2,500	13.0	9,000	<0.50	<0.50	<0.50	--	--	--	--	--	<0.50	<0.50	--	--	<0.50	--	<0.50
Thallium	7440-28-0	NA	4.2 (X)	2.3	35	2.3	130	<0.50	<0.50	<0.50	--	--	--	--	--	<0.50	<0.50	--	--	<0.50	--	<0.50
Vanadium	7440-62-2	NA	430	72	750	990	5,500	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Zinc (B)	7440-66-6	47	170 (G)	2,400	1.70E+05	5,000	6.30E+05	**171**	**897**	101	88	66	**270**	150	20	83	15	36	84	52	8.8	5.9

Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013.

All values in mg/Kg.

Bolded values exceed Statewide Default Background Levels and another applicable criterion.

Footnotes/Abbreviations:

(1) - Metals, with the exception of Mercury, are not likely to volatize under most conditions. Mercury has insufficient data to develop Vapor Intrusion Screening Level criterion.

(B) - Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(G) - Criterion dependent on receiving surface water hardness; calculated criteria based on water hardness of 150 mg/l.
(H) - Where data is provided for total Cr only, result is compared to hexavalent Cr criteria.
(M) - Criterion is below the TDL; criterion defaults to TDL (first value is criterion, second value is the risk based or solubility value).
(X) - Criterion not protective for surface water used as a drinking water source.
DWPC - drinking water protection criteria
GSIPC - groundwater surface water interface protection criteria
NA - not available
ND - not detected
NLV - Not likely to volatilize under most conditions
RBSL - risk-based screening level

Appendix 1D - Soil Data Summary - Polychlorinated Biphenyls PCBs

Former Continental Motors Site

Muskegon, Michigan

Sample Location:		*GSIPC & RBSLs*	*Residential*			*Non-Residential*			S01	S02	S05	S06	S07	B-14	E-13	E-14	E-15	E-17	F-09
Depth Interval (ft):			*DWPC & RBSLs*	*SVIAIC & RBSLs*	*DCC & RBSLs*	*DWPC & RBSLs*	*SVIAIC & RBSLs*	*DCC & RBSLs*	Surface	Surface	Surface	Surface	Surface	(0.5)	(0.5-2.5)	(0.5-2.5)	(1-3)	(1-3)	(1.0)
Collection Date:									05/11/93	05/11/93	05/11/93	05/11/93	05/11/93	06/20/94	06/25/94	06/25/94	06/24/94	06/24/94	06/08/94
Polychlorinated Biphenyls	***CAS Number***																		
PCB 1016	12674-11-2	--	--	--	--	--	--	--	<0.20	<2	<10	<6	<10	<5.0	<3.3	<3.3	<2.5	<0.330	<0.50
PCB 1221	11104-28-2	--	--	--	--	--	--	--	<0.80	<8	<40	<24	<40	<5.0	<3.3	<3.3	<2.5	<0.330	<0.50
PCB 1232	11141-16-5	--	--	--	--	--	--	--	<0.20	<2	<10	<6	<10	<5.0	<3.3	<3.3	<2.5	<0.330	<0.50
PCB 1242	53469-21-9	--	--	--	--	--	--	--	<0.20	<2	<10	<6	<10	<5.0	<3.3	<3.3	<2.5	<0.330	<0.50
PCB 1248	12672-29-6	--	--	--	--	--	--	--	<0.20	<2	<10	<6	<10	<5.0	<3.3	<3.3	<2.5	<0.330	<0.50
PCB 1254	11097-69-1	--	--	--	--	--	--	--	<0.20	<2	<10	<6	<10	<5.0	<3.3	<3.3	<2.5	<0.330	<0.50
PCB 1260	11096-82-5	--	--	--	--	--	--	--	<0.20	<2	<10	<6	<10	<5.0	<3.3	<3.3	<2.5	<0.330	<0.50
Total PCBs (J)	1336-36-3	*NLL*	*NLL*	*3,000*	*(T)*	*NLL*	*16,000*	*(T)*	ND	ND	ND	ND	ND	<5.0	<3.3	<3.3	<2.5	<0.330	<0.50

Part 201 Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013.

Results expressed in mg/Kg dry weight.

Footnotes/Abbreviations:

(J) - Substance present in several isomer forms; isomer concentrations must be added together for comparison to criteria.

(T) - Refer to federal Toxic Substances Control Act (TSCA), 40 CFR 761 Subparts D & G, to determine applicability of TSCA cleanup standards.

DCC - direct contact criteria

DWPC - drinking water protection criteria

GSIPC - roundwater surface water interface protection criteria

ND - not detected

NLL - Not likely to leach under most soil conditions.

RBSL - risk based screening level

SVIAIC - soil volatilization to indoor air inhalation criteria

Attachment D

Reimbursement Agreement

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on _________, ______, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**Authority**"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**City**"), and Ryerson Creek Land Co., LLC, a Michigan limited liability company whose address is 2325 Belmont Center Drive NE, Belmont, Michigan 49306 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("**Act 381**"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "**Plan**"). The Plan was amended on **_________** (the "**Amendment**," and, together with the Plan, the "**Brownfield Plan**" – See Exhibit A) to identify a new senior housing redevelopment project proposed by the Developer.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to develop approximately 5 acres of land located at 60 Viridian Drive in Muskegon, Michigan (collectively, the "**Developer Property**").

C. The Developer owns the Developer Property, which is included in the Brownfield Plan as an "eligible property" because it was determined to be a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act ("**Part 201**"), or adjacent and contiguous to an "eligible property."

D. The Developer intends to conduct eligible activities on the Developer Property including the construction of an approximately 63,000 square foot multi-story senior housing building with surrounding asphalt parking areas, concrete walkways and landscaping (the **"Project"**), including department specific environmental activities, demolition, site preparation and infrastructure improvement activities, a 15% contingency and brownfield plan/work plan preparation and development, as described in the Brownfield Plan, with an estimated cost of $4,378,740 (the "**Developer Eligible Activities**"). All of the Developer Eligible Activities are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies and interest, are $4,392,244 (the "**Total Eligible Brownfield TIF Costs**").

E. Act 381 permits the Authority to capture and use local and certain school property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 (the "**Brownfield TIF Revenue**") to pay or to reimburse the payment of Eligible Activities conducted on the "eligible property." The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities incurred and approved for the Project.

F. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer for completion of Eligible Activities on the Property in an amount not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THERFORE, the parties agree as follows:

1. Reimbursement Source.

(a) During the Term (as defined below) of this Agreement, and except as set forth in paragraph 2 below, the Authority shall reimburse the Developer for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities, as follows:

(i) the Authority shall pay 100% of available Brownfield TIF Revenue to Developer to reimburse the cost of the Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer for their Eligible Activities until the earlier of the Developer being fully reimbursed or December 31, 2051. Unless otherwise prepaid by the Authority, payments to the Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

2. Developer Reimbursement Process.

(a) The Developer shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the Developer by registered or certified mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to the Developer's bank account. The Developer may change its address by providing written notice sent by registered or certified mail to the Authority.

4. Term of Agreement.

The Authority's obligation to reimburse the Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the Developer required under this Agreement have been made or December 31, 2051 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Developer Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer. If all amounts due to the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Developer Eligible Activities, respectively, for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

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

7. Notices.

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

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided*, *however*, the Developer may assign their interest in this Agreement to an affiliate without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment, *provided*, *further*, that the Developer may each make a collateral assignment of their share of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties.

9. Entire Agreement.

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

10. Non-Waiver.

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

11. Governing Law.

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

12. Counterparts.

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

[*Signature page follows*]

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

____
By:
Its:

Ryerson Creek Land Co., LLC

____
By:
Its:

19886336-2

EXHIBIT A

Copy of Brownfield Plan

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: 10-26-2021	Title: Public Hearing on Adelaide Pointe Project Brownfield Plan Amendment, 1148 and 1204 West Western Ave.
Submitted By: Peter Wills	Department: Economic Development

Brief Summary: To hold a public hearing on the request for a Brownfield Plan Amendment for Adelaide Pointe QOZB, LLC (Adelaide Pointe Project) and to consider the attached resolution.

Detailed Summary: Adelaide Pointe QOZB, LLC proposes a Brownfield Amendment for its Adelaide Pointe Project; a 35-acre mixed use waterfront development project including winter boat storage, 280 slip marina, In/Out forklift boat storage, commercial/retail, and up to 400 new residential condominium units. Total private investment, not including property acquisition, is approximately $250 million.

This sustainably designed multi-use project is intended to improve the existing 3,500-foot Muskegon Lake shoreline through the expansion of public access for waterfront activities such as swimming, fishing, boating, inviting peninsula park/greenspace areas, and transient docking. The project will create a walkable community which will further connect to an existing bike trail, our vibrant downtown and other recreational activities.

The developer's environmental consultant completed a Phase II Environmental Site Assessment (ESA) and a Baseline Environmental Assessment in December 2020. This plan is for $54,166,757 in eligible costs. It is a local-only property tax capture plan, although through statute the plan is eligible for $350,000 for eligible environmental costs captured by state educational millage through EGLE. There is no need for state approval. The local-only EGLE eligible costs are $3,250,000 which include due care activities - $500,000 vapor intrusion mitigation, $1,500,000 soil capping, $250,000 dewatering and $1,000,000 for the dredging and removal of soil contaminants. Local-only MSF eligible costs are $21,295,000 which include $1,500,000 demolition, $1,250,000 asbestos abatement, $5,545,000 site preparation and $13,000,000 public infrastructure improvements.

The City is proposing to use bond proceeds of $10,000,000 to pay certain eligible site preparation and public infrastructure costs incurred by the City; which will be repaid via tax increment revenues: $6,840,000 for creation of new roadways to support the development; $1,035,000 for reconfiguration of West Western; $1,615,000 for an East Basin Launch Well; Total City Bond eligible costs would be $12,608,621 (including interest of $2,608,621).

Capture of tax increment revenues for City reimbursement is anticipated to commence in 2023 and end in 2029. Developer reimbursement will follow with an estimated start date of 2029. The anticipated end date for Developer reimbursement is 2048. It is projected that the Plan Amendment will extend 30 years, which assumes four years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

There is a 15% contingency in the plan. A request for 5% interest is included for all accrued and unreimbursed eligible activities on a yearly basis. There is an annual $10,000 administrative fee paid to the BRA. The BRA-DDA approved the Adelaide Pointe Project Brownfield Plan Amendment on October 12, 2021.

Amount Requested: N/A	Amount Budgeted: N/A

Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To close the public hearing and approve the Brownfield Plan Amendment for the Adelaide Pointe Project at 1148 and 1204 West Western Ave with the attached resolution, authorizing the Mayor and City 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:

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

RESOLUTION APPROVING REVISED BROWNFIELD PLAN AMENDMENT

Adelaide Pointe Project - amended

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 12th day of October 2021 at 10:30 a.m., prevailing Eastern Time.

PRESENT: Members - M. Bottomley, J. Riegler, M. Johnson Sr., J. Moore, F. Peterson, F. DePung, D. Pollock.

ABSENT: Members - B. Hastings, M. Kleaveland, H. Systema, J. Wallace Jr., S. Black, D. Kalisz.

The following preamble and resolution were offered by Member J. Riegler and supported by Member F. Peterson:

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 Adelaide Pointe 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 Adelaide Pointe Project 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: 7 (M. Bottomley, J. Riegler, M. Johnson Sr., J. Moore, F. Peterson, F. DePung, D. Pollock.

NAYS: 0

RESOLUTION DECLARED ADOPTED.

Martha Bottomley

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 October 12, 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.

Martha Bottomley

Martha Bottomley, Chair
City of Muskegon Brownfield Redevelopment Authority

RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

Adelaide Pointe QOZB, LLC 1148 and 1204 West Western Avenue

(Adelaide Pointe Project)

City of Muskegon

County of Muskegon, Michigan

Minutes of a Regular Meeting of the City Commission of the City of Muskegon, County of Muskegon, Michigan (the "City"), held in the City Commission Chambers on the 26th day of October, 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 add the Adelaide Pointe Project, 1148 and 1204 West Western Ave; and

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

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

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

WHEREAS, the City Commission held a public hearing on the proposed Brownfield Plan on October 26, 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.

Ann Marie Meisch, City Clerk

Stephen J Gawron, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on October 26, 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 altered under Michigan Governor's Executive Order 2020-75 (COVID-19) 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 for the Adelaide Pointe Project at 1148 & 1204 West Western Avenue Muskegon, Michigan

Approved by the City of Muskegon Brownfield Redevelopment Authority ____________________

Approved by the City of Muskegon Board of Commissioners ____________________

Prepared with the assistance of:
Fishbeck
1515 Arboretum Drive SE
Grand Rapids, Michigan 49546
616-464-3876

Table of Contents

List of Figures

List of Tables

List of Attachments

1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the "Authority" or MBRA) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, 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 development incentives through tax increment financing for certain eligible properties.

This Brownfield Plan Amendment ("Plan Amendment") serves as an amendment to the City of Muskegon's existing Brownfield Plan, allowing inclusion of the eligible property described in Sections 1.1 and 1.2 below. Incorporation of eligible property into the City's Brownfield Plan permits the use of tax increment financing to reimburse Adelaide Pointe QOZB, LLC ("Developer") for the cost of eligible activities required to redevelop the eligible property. See Attachment A for copies of Plan Amendment resolutions.

1.1 Proposed Redevelopment and Future Use for the Eligible Property

The Developer is proposing to redevelop a former industrial site located at 1148 and 1204 West Western Avenue, Muskegon, Michigan (the "Property"). Proposed redevelopment activities include: revitalizing existing site structures for boat storage, busines offices, and lease space (approx. 218,000 sf); creation of a new 280 slip marina and construction of a three-story, mixed-use building with ground level retail and office space, a second-floor restaurant, and third floor deck area (approx. 7,500 sf); 50 boat condos (totaling approx. 250,000 gross sf); and 250 - 300 residential condo units (averaging approx. 1,500 sf each) within a six building footprint (the "Project"). The Project will create a walkable community that incorporates public access to waterfront activities (e.g., swimming, fishing, boating), inviting greenspace areas, and transient docking. Sustainable development techniques are proposed throughout the Project, including solar boardwalks and roof systems, electric vehicle charging stations, low-impact development stormwater management, and integrated parking. Total private investment, not including property acquisition, is approximately $250,000,000. The mixed-use waterfront development will create approximately 100 new jobs (retail, office, restaurant, marina) and provide contractor work for hundreds of temporary construction workers. Conceptual renderings are provided in Attachment B.

The structured five-phase development is summarized in the table below.

Development Phase	Anticipated Start Date	Desired Completion Date
Phase I – Revitalize existing buildings for boat storage	Spring/Summer 2021	Summer/Fall 2021
Phase II – Creation of forklift in/out service	Spring 2022	Spring/Summer 2022
Phase III – Construction of marina, mixed-use building	Spring 2022	Fall 2022
Phase IV – Construction of 50 boat storage and warehouse	Spring 2024	Fall 2027
Phase V – Construction of residential condos	Spring 2025	Fall 2030

1.2 Eligible Property Information

The 35-acre Property is located at the west end of West Western Avenue on the south shore of Muskegon Lake. Since the late 1800s, the Property has been utilized for industrial purposes, primarily a lumberyard followed by foundry operations. Based on a recent Phase II Environmental Site Assessment (ESA) completed in December

2020, these past industrial uses have resulted in widespread contamination across the Property. Known contaminants in the soil with concentrations exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) include tetrachloroethylene (PCE), arsenic, cadmium, chromium (total), copper, and selenium. Groundwater contaminants with concentrations identified above Part 201 GRCC consist of benzene, cadmium, chromium (total), copper, lead, mercury, and zinc.

The Developer is not a liable party and completed a Baseline Environmental Assessment (BEA) in accordance with Part 201 of the Natural Resources and Environmental Protect Act, 1995 PA 451, as amended (NREPA).

Given the known contamination, the Property is a "facility" pursuant to Part 201 of NREPA. As such, it is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Environmental data tables and map are provided in Attachment C.

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

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Act 381 provides pre-approval for certain activities that have been conducted at the Property. Additional activities require BRA approval for reimbursement from local, school operating, and state education taxes. Tax increment revenues will be used to reimburse the Developer and the City of Muskegon for the following eligible activities.

- Pre-approved BEA, documentation of due care, asbestos/lead paint survey, and additional due care assessment
- Due care activities
- Asbestos, lead paint, and mold abatement
- Select building and site demolition
- Site preparation
- Infrastructure improvements (public)- Developer & City
- 15% contingency
- Brownfield Plan Amendment
- Brownfield Plan Amendment Implementation
- Interest

The table below provides an eligible activity cost summary for the Project.

ELIGIBLE ACTIVITIES COST SUMMARY	
EGLE Eligible Activities	**Estimated Cost**
Department Specific Activities	
1. Pre-Approved Sub-Total	**$350,000**
a. BEA activities	$52,000
b. Documentation of due care	$33,000
c. Hazardous materials survey (e.g., asbestos, lead paint, etc.)	$20,000
d. Due care assessment	$245,000
EGLE Eligible Activities Total Costs	**$350,000**
Interest (5%)	$15,354
EGLE Eligible Costs Sub-Total	**$365,354**
Local Only Eligible Activities	**Estimated Cost**
Department Specific Activities	
2. Due Care Sub-Total	**$3,250,000**
a. Vapor intrusion mitigation	$500,000
b. Soil capping	$1,500,000
c. Dewatering	$250,000
d. Contaminated Soil/Dredge Materials Removal and Disposal	$1,000,000
Local Only Department Specific Activities Total Costs	**$3,250,000**
Non-Environmental Activities	
3. Asbestos, lead paint, and mold abatement Sub-Total	**$1,250,000**
4. Demolition (select interior and site grounds) Sub-Total	**$1,500,000**

5. Site preparation Sub-Total	**$5,545,000**
a. Clearing and grubbing	$300,000
b. Dredging	$800,000
c. Compaction and sub-base preparation	$350,000
d. Cut and fill	$300,000
e. Excavation for unstable material	$70,000
f. Fill	$850,000
g. Geotechnical engineering	$180,000
h. Grading/land balancing	$1,250,000
i. Relocation of active utilities	$350,000
j. Temporary erosion control	$110,000
k. Temporary facility	$165,000
l. Temporary site control	$195,000
m. Surveying and staking	$125,000
n. Architectural/engineering costs related to eligible activities	$500,000
6. Infrastructure improvements (Public)	**$13,000,000**
a. Marina basin (breakwater system/gangway/dockage)	$10,000,000
b. Parks (Linear Park, East Peninsula Park, Commuter Bike Path)	$2,000,000
c. East Basin Launch Well	$1,000,000
Local Only Non-Environmental Activities Total Costs	**$21,295,000**
EGLE and Local Only Eligible Costs Sub-Total	**$24,910,354**
Contingency (15%)*	$3,681,750
Brownfield Plan Amendment Preparation	$10,000
Brownfield Plan Amendment Implementation	$10,000
Interest (5%)	$25,554,653
Total EGLE and Local Only Eligible Costs	**$54,166,757**

*Not applied to previously completed Department Specific Activities

ELIGIBLE ACTIVITIES COST SUMMARY- City of Muskegon Bond	
Local Only Activities Total Costs	
1. Public Infrastructure (sub-total)	**$10,000,000**
a. Roadways (Adelaide Point Ave, East Circle Drive, West	$6,840,000

Circle Drive, Adelaide Point Drive, South Circle Drive)	
b. West Western Reconfiguration	$1,035,000
c. East Basin Launch Well	$1,615,000
2. Site Preparation (sub-total)	
a. Mass Grade Site	$510,000
Local Only Non-Environmental Activities Total Costs	**$10,000,000**
Interest (5%)	$2,608,621
Total City of Muskegon Bond Eligible Costs	**$12,608,621**

2.2 Summary of Eligible Activities

Eligible activities as defined by Act 381 and included in this Plan Amendment consist of the following:

Pre-Approved Activities: These activities are permitted to occur prior to Plan Amendment approval. Preparation of a Phase I ESA, BEA and Documentation of Due Care Compliance are necessary to protect the new Property owner/Developer from liability for environmental contamination. A Hazardous Materials Investigation was conducted to evaluate potential asbestos, lead paint, and other materials, as required by regulatory agencies prior to select building demolition activities. Due care assessment will be conducted to verify compliance with applicable due care obligations. Pre-approved activities can be reimbursed from state school and local tax increment revenues.

Due Care Activities: Due care activities will include implementation of vapor intrusion mitigation systems, as applicable, to prevent unacceptable exposures to potential indoor air inhalation concerns. Soil capping will be completed to protect against direct contact concerns related to known contamination. Contaminated soils/dredge materials which cannot be utilized on the Site will be hauled to an appropriate Type 2 landfill for disposal. During construction activities, dewatering may be necessary. Contaminated groundwater will be properly managed to comply with due care. Due care costs will include environmental oversight and management.

Asbestos, Lead Paint, and Mold Abatement: As applicable, and prior to select building demolition activities, asbestos, lead paint, and mold must be abated in accordance with applicable regulatory guidelines.

Demolition: Select building and Site demolition will be necessary to facilitate safe redevelopment and reuse of the Property.

Site Preparation: Site preparation is expected to include clearing and grubbing, dredging, compaction and sub-base preparation, cut and fill, excavation for unstable material, fill, geotechnical engineering, grading, land balancing, relocation of active utilities, temporary erosion control, temporary facility, temporary site control, surveying, staking and associated professional fees.

Public Infrastructure Improvements: Infrastructure improvements will include marina launch and basin enhancements, sidewalks, bike paths, boardwalks, fishing docks, roadways, curb and gutter, lighting, landscaping, irrigation, low-impact design stormwater management, utilities, and other streetscape improvements. Costs will include oversight, management, and associated professional fees.

Plan Amendment Preparation: This Plan Amendment was required for authorization of reimbursement to the Developer from tax increment revenues under Public Act 381 of 1996, as amended.

Plan Amendment Implementation: Tracking, submittal, review of invoices for reimbursement, plan compliance, and data reporting will be conducted.

Contingency: A 15% contingency is included for those activities not already completed.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

For the purposes of this Plan Amendment, the taxable value base year is 2021. The 2021 taxable value of the eligible property is $903,810. After completion of the development, the taxable value is estimated at $87,500,000. This Plan Amendment assumes a 1.0% annual increase in the taxable value of the eligible property. Initial capture is anticipated to begin in 2022.

The estimated captured taxable value for the redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1: Tax Increment Revenue Capture). Actual taxable values and tax increment revenues may vary year to year based on economic and market conditions, tax incentives, building additions, and property improvements, among other factors.

A summary of the estimated reimbursement schedule by year and in aggregate is presented as Table 2: Tax Increment Revenue Reimbursement Allocation.

Method of Financing and Description of Advances Made by the Municipality

The cost of the eligible activities included in this Plan Amendment will be paid for by the Developer and the City of Muskegon. The Developer and City of Muskegon will seek reimbursement for eligible activity costs through capture of available local and state (as applicable) tax increment revenues as permitted by Act 381. Additionally, as necessary personal property taxes may be utilized as well for reimbursement. Refer to Attachment D for a copy of the Reimbursement Agreement.

2.4 Maximum Amount of Note or Bonded Indebtedness

The City of Muskegon plans to utilize bond proceeds to pay for certain eligible site preparation and public infrastructure costs incurred by the City, which will be repaid via tax increment revenues generated by redevelopment of the Site, and subject to the Reimbursement/Development Agreement. Refer to the table in Section 2.1 for additional information relative to the costs and breakdown of costs associated with the bond. Refer to Table 2 for the reimbursement schedule.

2.5 Duration of Brownfield Plan

Capture of tax increment revenues for City reimbursement is anticipated to commence in 2023 and end in 2029. Developer reimbursement will follow with an estimated start date of 2029. The anticipated end date for Developer reimbursement is 2048. It is projected that the Plan Amendment will extend 30 years, which assumes four years of additional capture of tax increment revenues for deposit into a Local Brownfield Revolving Fund, if available.

2.6 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdiction

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Tables 1 and 2.

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

- The legal description is as follows:

  1148 W. Western Avenue

  COM AT SE COR LOT 4 BLK 577 FOR POB TH N 1 DEG 41 MIN W 158.40 FT TH N 76 DEG 43 MIN W 103.55 FT TH NWLY ON THE ARC OF A 492.47 FT RAD CURVE TO THE RT 110.31 FT (LONG CORD BEARS N 70D 18M W 110.07 FT CENTRAL ANGLE IS 12D 50M 00S) TH N 63 DEG 53 MIN W 67 FT TH N 2 DEG 4 MIN W 33.8 FT TO RR R/W TH CON'T N 2 DEG 4 MIN W 367.7 FT TH N 37 DEG W 730 FT

  1204 W. Western Avenue

  PART OF SECTION 25 T10N R17W PRT OF BLKS 578-580DESC AS FOLS COM AT SE COR LOT 4 BLK 577 TH S 88D 15M W ALG SLY LN SD BLK 577 EXTND (ALSO BEING NLY LN WESTERN AVE) 847.15 FT FOR POB TH N 01D 56M 50S W 256.10 FT TH N 31D 37M 35S E 47 FT TH N 55D 15M 15S E 89.20 FT TH N 35D 54M 50S W 127.65 FT TH N 02D 52M 10S W 553 FT TH S 55D 13 M W 243 FTCOM 375 FT N OF SW COR OF SW ¼ OF NW ¼, TH N TO A POINT745 FT S OF NW COR, TH E 225 FT, TH S TO A POINT DUE E OF POB; TH W 225 FT TO POB. SEC 16, T10N RSW. 1.03 AC M/L.

- The Property layout is depicted on Figure 2.
- The Property is considered an “eligible property” as defined by Act 381 because the Property is a facility pursuant to Part 201. Facility verification is included in Attachment C.
- New personal property added to the Property is included as part of the Eligible Property to the extent it is taxable.

2.8 Estimates of Residents and Displacement of Individuals/Families

No residents or families will be displaced because of the Project.

2.9 Plan for Relocation of Displaced Persons

Not applicable.

2.10 Provisions for Relocation Costs

Not applicable.

2.11 Strategy for Compliance with Michigan’s Relocation Assistance Law

Not applicable.

2.12 Other Material that the Authority or Governing Body Considers Pertinent

The Project will significantly improve the Muskegon Lake shoreline through revitalization of Property once used for industrial purposes. Existing structures will be revitalized, and environmental exposure risks mitigated. A new marina with transient boat slips will provide boaters with opportunities to access the vibrant Muskegon downtown and other nearby recreational activities. Construction of new boat storage and residential condominiums will expand Muskegon Lake access and increase long-term tax revenues for the City of Muskegon and the State of Michigan. The Development will also create numerous job opportunities for the community.

Figure 1

Location Map

LOCATION MAP

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Leestma Management, LLC
1148 & 1204 West Western Ave., Muskegon, Muskegon County, Michigan

Baseline Environmental Assessment

PROJECT NO.
201515

FIGURE NO.
1

PLOT INFO: Z:\2020\201515\CAD\GIS\mapdoc\FIG01_LocationMap.mxd Date: 12/11/2020 4:33:47 PM User: bahannah

Figure 2

Site Layout Map

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Leesta Management, LLC

1148 & 1204 West Western Ave., Muskegon, Muskegon County, MI

Baseline Environmental Assessment

PROJECT NO.
201515

FIGURE NO.
2

PLOT INFO: Z:\2020\201515\CAD\GIS\mapdoc\FIG03_SiteMap.mxd Date: 12/11/2020 4:43:23 PM User: bahannah

Table 1

Tax Increment Revenue Capture

Table 1 - Estimate of Total Incremental Taxes Available for Capture

1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate: 1%

Plan Year		0	1	2	3	4	5	6	7	8	9	10
Calendar Year		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Base Taxable Value		$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810
Estimated New TV		$ -	$ 1,750,000	$ 14,875,000	$ 42,875,000	$ 53,375,000	$ 61,250,000	$ 87,500,000	$ 88,375,000	$ 89,258,750	$ 90,151,338	$ 91,052,851
Incremental Difference (New TV - Base TV)[1]		**$ -**	**$ 846,190**	**$ 13,971,190**	**$ 41,971,190**	**$ 52,471,190**	**$ 60,346,190**	**$ 86,596,190**	**$ 87,471,190**	**$ 88,354,940**	**$ 89,247,528**	**$ 90,149,041**
School Capture	Millage Rate											
State Education Tax (SET)	6.00000	$ -	$ 5,077	$ 83,827	$ 251,827	$ 314,827	$ 362,077	$ 519,577	$ 524,827	$ 530,130	$ 535,485	$ 540,894
School Operating Tax	17.98380	$ -	$ 15,218	$ 251,255	$ 754,801	$ 943,631	$ 1,085,254	$ 1,557,329	$ 1,573,064	$ 1,588,958	$ 1,605,010	$ 1,621,222
School Total	**23.9838**	**$ -**	**$ 20,295**	**$ 335,082**	**$ 1,006,629**	**$ 1,258,459**	**$ 1,447,331**	**$ 2,076,906**	**$ 2,097,892**	**$ 2,119,087**	**$ 2,140,495**	**$ 2,162,117**
Local Capture	Millage Rate											
County Museum	0.32200	$ -	$ 272	$ 4,499	$ 13,515	$ 16,896	$ 19,431	$ 27,884	$ 28,166	$ 28,450	$ 28,738	$ 29,028
County Veterans	0.07150	$ -	$ 61	$ 999	$ 3,001	$ 3,752	$ 4,315	$ 6,192	$ 6,254	$ 6,317	$ 6,381	$ 6,446
Senior Citzens Services	0.49990	$ -	$ 423	$ 6,984	$ 20,981	$ 26,230	$ 30,167	$ 43,289	$ 43,727	$ 44,169	$ 44,615	$ 45,066
Central Dispatch	0.29999	$ -	$ 254	$ 4,191	$ 12,591	$ 15,741	$ 18,103	$ 25,978	$ 26,240	$ 26,506	$ 26,773	$ 27,044
Community College	2.20340	$ -	$ 1,864	$ 30,784	$ 92,479	$ 115,615	$ 132,967	$ 190,806	$ 192,734	$ 194,681	$ 196,648	$ 198,634
M.A.I.S.D	4.75410	$ -	$ 4,023	$ 66,420	$ 199,535	$ 249,453	$ 286,892	$ 411,687	$ 415,847	$ 420,048	$ 424,292	$ 428,578
City Operating	10.07540	$ -	$ 8,526	$ 140,765	$ 422,877	$ 528,668	$ 608,012	$ 872,491	$ 881,307	$ 890,211	$ 899,205	$ 908,288
City Sanitation	2.99790	$ -	$ 2,537	$ 41,884	$ 125,825	$ 157,303	$ 180,912	$ 259,607	$ 262,230	$ 264,879	$ 267,555	$ 270,258
Hackley Library	2.39970	$ -	$ 2,031	$ 33,527	$ 100,718	$ 125,915	$ 144,813	$ 207,805	$ 209,905	$ 212,025	$ 214,167	$ 216,331
MPS Sinking	0.99810	$ -	$ 845	$ 13,945	$ 41,891	$ 52,371	$ 60,232	$ 86,432	$ 87,305	$ 88,187	$ 89,078	$ 89,978
County Operating	5.69780	$ -	$ 4,821	$ 79,605	$ 239,143	$ 298,970	$ 343,841	$ 493,408	$ 498,393	$ 503,429	$ 508,515	$ 513,651
Local Total	**30.3198**	**$ -**	**$ 25,656**	**$ 423,604**	**$ 1,272,558**	**$ 1,590,915**	**$ 1,829,684**	**$ 2,625,578**	**$ 2,652,108**	**$ 2,678,903**	**$ 2,705,966**	**$ 2,733,300**
Non-Capturable Millages	Millage Rate											
Community College Debt	0.34000	$ -	$ 288	$ 4,750	$ 14,270	$ 17,840	$ 20,518	$ 29,443	$ 29,740	$ 30,041	$ 30,344	$ 30,651
Hackley Debt	0.45320	$ -	$ 383	$ 6,332	$ 19,021	$ 23,780	$ 27,349	$ 39,245	$ 39,642	$ 40,042	$ 40,447	$ 40,856
MPS Debt - 1995	3.86000	$ -	$ 3,266	$ 53,929	$ 162,009	$ 202,539	$ 232,936	$ 334,261	$ 337,639	$ 341,050	$ 344,495	$ 347,975
MPS Debt - 2009	3.50000	$ -	$ 2,962	$ 48,899	$ 146,899	$ 183,649	$ 211,212	$ 303,087	$ 306,149	$ 309,242	$ 312,366	$ 315,522
Total Non-Capturable Taxes	**8.1532**	**$ -**	**$ 6,899**	**$ 113,910**	**$ 342,200**	**$ 427,808**	**$ 492,015**	**$ 706,036**	**$ 713,170**	**$ 720,375**	**$ 727,653**	**$ 735,003**
Total Tax Increment Revenue (TIR) Available for Capture		$ -	$ 45,951	$ 758,686	$ 2,279,186	$ 2,849,374	$ 3,277,015	$ 4,702,484	$ 4,750,000	$ 4,797,990	$ 4,846,461	$ 4,895,417

[1]Assumes 1% annual increase for inflation

Notes-

Table 2 assumes incremental annual investment with project completion in 2030.

For the purpose of Table 2 the new taxable value is estimated based on 35% of a total overal investment of $250,000,000

Table 1 - Estimate of Total Incremental Taxes Available for Capture

1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate:

	Millage Rate	11	12	13	14	15	16	17	18	19	20	21	22
Plan Year		**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**
Calendar Year		2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Base Taxable Value		$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810
Estimated New TV		$ 91,963,379	$ 92,883,013	$ 93,811,843	$ 94,749,962	$ 95,697,461	$ 96,654,436	$ 97,620,980	$ 98,597,190	$ 99,583,162	$ 100,578,994	$ 101,584,784	$ 102,600,631
Incremental Difference (New TV - Base TV)[1]		**$ 91,059,569**	**$ 91,979,203**	**$ 92,908,033**	**$ 93,846,152**	**$ 94,793,651**	**$ 95,750,626**	**$ 96,717,170**	**$ 97,693,380**	**$ 98,679,352**	**$ 99,675,184**	**$ 100,680,974**	**$ 101,696,821**
School Capture	Millage Rate												
State Education Tax (SET)	6.00000	$ 546,357	$ 551,875	$ 557,448	$ 563,077	$ 568,762	$ 574,504	$ 580,303	$ 586,160	$ 592,076	$ 598,051	$ 604,086	$ 610,181
School Operating Tax	17.98380	$ 1,637,597	$ 1,654,136	$ 1,670,839	$ 1,687,710	$ 1,704,750	$ 1,721,960	$ 1,739,342	$ 1,756,898	$ 1,774,630	$ 1,792,539	$ 1,810,626	$ 1,828,895
School Total	**23.9838**	**$ 2,183,955**	**$ 2,206,011**	**$ 2,228,288**	**$ 2,250,787**	**$ 2,273,512**	**$ 2,296,464**	**$ 2,319,645**	**$ 2,343,058**	**$ 2,366,706**	**$ 2,390,590**	**$ 2,414,712**	**$ 2,439,076**
Local Capture	Millage Rate												
County Museum	0.32200	$ 29,321	$ 29,617	$ 29,916	$ 30,218	$ 30,524	$ 30,832	$ 31,143	$ 31,457	$ 31,775	$ 32,095	$ 32,419	$ 32,746
County Veterans	0.07150	$ 6,511	$ 6,577	$ 6,643	$ 6,710	$ 6,778	$ 6,846	$ 6,915	$ 6,985	$ 7,056	$ 7,127	$ 7,199	$ 7,271
Senior Citzens Services	0.49990	$ 45,521	$ 45,980	$ 46,445	$ 46,914	$ 47,387	$ 47,866	$ 48,349	$ 48,837	$ 49,330	$ 49,828	$ 50,330	$ 50,838
Central Dispatch	0.29999	$ 27,317	$ 27,593	$ 27,871	$ 28,153	$ 28,437	$ 28,724	$ 29,014	$ 29,307	$ 29,603	$ 29,902	$ 30,203	$ 30,508
Community College	2.20340	$ 200,641	$ 202,667	$ 204,714	$ 206,781	$ 208,868	$ 210,977	$ 213,107	$ 215,258	$ 217,430	$ 219,624	$ 221,840	$ 224,079
M.A.I.S.D	4.75410	$ 432,906	$ 437,278	$ 441,694	$ 446,154	$ 450,658	$ 455,208	$ 459,803	$ 464,444	$ 469,132	$ 473,866	$ 478,647	$ 483,477
City Operating	10.07540	$ 917,462	$ 926,727	$ 936,086	$ 945,538	$ 955,084	$ 964,726	$ 974,464	$ 984,300	$ 994,234	$ 1,004,267	$ 1,014,401	$ 1,024,636
City Sanitation	2.99790	$ 272,987	$ 275,744	$ 278,529	$ 281,341	$ 284,182	$ 287,051	$ 289,948	$ 292,875	$ 295,831	$ 298,816	$ 301,831	$ 304,877
Hackley Library	2.39970	$ 218,516	$ 220,722	$ 222,951	$ 225,203	$ 227,476	$ 229,773	$ 232,092	$ 234,435	$ 236,801	$ 239,191	$ 241,604	$ 244,042
MPS Sinking	0.99810	$ 90,887	$ 91,804	$ 92,732	$ 93,668	$ 94,614	$ 95,569	$ 96,533	$ 97,508	$ 98,492	$ 99,486	$ 100,490	$ 101,504
County Operating	5.69780	$ 518,839	$ 524,079	$ 529,371	$ 534,717	$ 540,115	$ 545,568	$ 551,075	$ 556,637	$ 562,255	$ 567,929	$ 573,660	$ 579,448
Local Total	**30.3198**	**$ 2,760,907**	**$ 2,788,790**	**$ 2,816,952**	**$ 2,845,396**	**$ 2,874,124**	**$ 2,903,139**	**$ 2,932,444**	**$ 2,962,043**	**$ 2,991,937**	**$ 3,022,131**	**$ 3,052,626**	**$ 3,083,426**
Non-Capturable Millages	Millage Rate												
Community College Debt	0.34000	$ 30,960	$ 31,273	$ 31,589	$ 31,908	$ 32,230	$ 32,555	$ 32,884	$ 33,216	$ 33,551	$ 33,890	$ 34,232	$ 34,577
Hackley Debt	0.45320	$ 41,268	$ 41,685	$ 42,106	$ 42,531	$ 42,960	$ 43,394	$ 43,832	$ 44,275	$ 44,721	$ 45,173	$ 45,629	$ 46,089
MPS Debt - 1995	3.86000	$ 351,490	$ 355,040	$ 358,625	$ 362,246	$ 365,903	$ 369,597	$ 373,328	$ 377,096	$ 380,902	$ 384,746	$ 388,629	$ 392,550
MPS Debt - 2009	3.50000	$ 318,708	$ 321,927	$ 325,178	$ 328,462	$ 331,778	$ 335,127	$ 338,510	$ 341,927	$ 345,378	$ 348,863	$ 352,383	$ 355,939
Total Non-Capturable Taxes	**8.1532**	**$ 742,427**	**$ 749,925**	**$ 757,498**	**$ 765,146**	**$ 772,872**	**$ 780,674**	**$ 788,554**	**$ 796,514**	**$ 804,552**	**$ 812,672**	**$ 820,872**	**$ 829,155**

[1]Assumes 1% annual increase for inflation

	11	12	13	14	15	16	17	18	19	20	21	22
Total Tax Increment Revenue (TIR) Available for Capture	$ 4,944,862	$ 4,994,801	$ 5,045,240	$ 5,096,183	$ 5,147,636	$ 5,199,603	$ 5,252,090	$ 5,305,101	$ 5,358,643	$ 5,412,720	$ 5,467,338	$ 5,522,502

Notes-

Table 2 assumes incremental annual investment with project completion in 2030.

For the purpose of Table 2 the new taxable value is estimated based on 35% of a total overal investment of $250,000,000

Table 1 - Estimate of Total Incremental Taxes Available for Capture

1148 and 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Taxable Value (TV) Increase Rate:

		23	24	25	26	27	28	29	30	TOTAL
Plan Year		**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**TOTAL**
Calendar Year		2044	2045	2046	2047	2048	2049	2050	2051	
Base Taxable Value		$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ 903,810	$ -
Estimated New TV		$ 103,626,638	$ 104,662,904	$ 105,709,533	$ 106,766,628	$ 107,834,295	$ 108,912,638	$ 110,001,764	$ 111,101,782	$ -
Incremental Difference (New TV - Base TV)[1]		**$ 102,722,828**	**$ 103,759,094**	**$ 104,805,723**	**$ 105,862,818**	**$ 106,930,485**	**$ 108,008,828**	**$ 109,097,954**	**$ 110,197,972**	$ -
School Capture	Millage Rate									
State Education Tax (SET)	6.00000	$ 616,337	$ 622,555	$ 628,834	$ 635,177	$ 641,583	$ 648,053	$ 654,588	$ 661,188	$ 15,709,744
School Operating Tax	17.98380	$ 1,847,347	$ 1,865,983	$ 1,884,805	$ 1,903,816	$ 1,923,016	$ 1,942,409	$ 1,961,996	$ 1,981,778	$ 47,086,816
School Total	**23.9838**	**$ 2,463,684**	**$ 2,488,537**	**$ 2,513,640**	**$ 2,538,993**	**$ 2,564,599**	**$ 2,590,462**	**$ 2,616,584**	**$ 2,642,966**	**$ 62,796,559**
Local Capture	Millage Rate									
County Museum	0.32200	$ 33,077	$ 33,410	$ 33,747	$ 34,088	$ 34,432	$ 34,779	$ 35,130	$ 35,484	$ 843,090
County Veterans	0.07150	$ 7,345	$ 7,419	$ 7,494	$ 7,569	$ 7,646	$ 7,723	$ 7,801	$ 7,879	$ 187,208
Senior Citzens Services	0.49990	$ 51,351	$ 51,869	$ 52,392	$ 52,921	$ 53,455	$ 53,994	$ 54,538	$ 55,088	$ 1,308,883
Central Dispatch	0.29999	$ 30,816	$ 31,127	$ 31,441	$ 31,758	$ 32,078	$ 32,402	$ 32,728	$ 33,058	$ 785,461
Community College	2.20340	$ 226,339	$ 228,623	$ 230,929	$ 233,258	$ 235,611	$ 237,987	$ 240,386	$ 242,810	$ 5,769,142
M.A.I.S.D	4.75410	$ 488,355	$ 493,281	$ 498,257	$ 503,282	$ 508,358	$ 513,485	$ 518,663	$ 523,892	$ 12,447,616
City Operating	10.07540	$ 1,034,974	$ 1,045,414	$ 1,055,960	$ 1,066,610	$ 1,077,367	$ 1,088,232	$ 1,099,206	$ 1,110,289	$ 26,380,326
City Sanitation	2.99790	$ 307,953	$ 311,059	$ 314,197	$ 317,366	$ 320,567	$ 323,800	$ 327,065	$ 330,362	$ 7,849,374
Hackley Library	2.39970	$ 246,504	$ 248,991	$ 251,502	$ 254,039	$ 256,601	$ 259,189	$ 261,802	$ 264,442	$ 6,283,112
MPS Sinking	0.99810	$ 102,528	$ 103,562	$ 104,607	$ 105,662	$ 106,727	$ 107,804	$ 108,891	$ 109,989	$ 2,613,316
County Operating	5.69780	$ 585,294	$ 591,199	$ 597,162	$ 603,185	$ 609,269	$ 615,413	$ 621,618	$ 627,886	$ 14,918,497
Local Total	**30.3198**	**$ 3,114,535**	**$ 3,145,954**	**$ 3,177,688**	**$ 3,209,738**	**$ 3,242,110**	**$ 3,274,805**	**$ 3,307,827**	**$ 3,341,179**	**$ 79,386,023**
Non-Capturable Millages	Millage Rate									
Community College Debt	0.34000	$ 34,926	$ 35,278	$ 35,634	$ 35,993	$ 36,356	$ 36,723	$ 37,093	$ 37,467	$ 890,219
Hackley Debt	0.45320	$ 46,554	$ 47,024	$ 47,498	$ 47,977	$ 48,461	$ 48,950	$ 49,443	$ 49,942	$ 1,186,609
MPS Debt - 1995	3.86000	$ 396,510	$ 400,510	$ 404,550	$ 408,630	$ 412,752	$ 416,914	$ 421,118	$ 425,364	$ 10,106,602
MPS Debt - 2009	3.50000	$ 359,530	$ 363,157	$ 366,820	$ 370,520	$ 374,257	$ 378,031	$ 381,843	$ 385,693	$ 9,164,017
Total Non-Capturable Taxes	**8.1532**	**$ 837,520**	**$ 845,969**	**$ 854,502**	**$ 863,121**	**$ 871,826**	**$ 880,618**	**$ 889,497**	**$ 898,466**	**$ 21,347,447**
Total Tax Increment Revenue (TIR) Available for Capture		$ 5,578,218	$ 5,634,491	$ 5,691,327	$ 5,748,731	$ 5,806,709	$ 5,865,267	$ 5,924,411	$ 5,984,145	##########

[1]Assumes 1% annual increase for inflation

Notes-

Table 2 assumes incremental annual investment with project completion in 2030.

For the purpose of Table 2 the new taxable value is estimated based on 35% of a total overal investment of $250,000,000

Table 2

Tax Increment Revenue Reimbursement Allocation

Table 2 - Estimate of Total Incremental Taxes Available for Reimbursement
1148 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Developer Maximum Reimbursement	School & Local Taxes
State	$ 178,977
Local	66,596,401
TOTAL	$66,775,378
EGLE	N/A
MSF	N/A

Estimated Years of Capture: 30 years (including 5 years for LBF capture)

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Total State Incremental Revenue	$ -	$ 20,295	$ 335,082	$ 1,006,629	$ 1,258,459	$ 1,447,331	$ 2,076,906	$ 2,097,892	$ 2,119,087	$ 2,140,495	$ 2,162,117
State Brownfield Redevelopment Fund (50% of SET)	$ -	$ 2,539	$ 41,914								
State TIR Available for Reimbursement	**$ -**	**$ 17,756**	**$ 293,169**	**$ 1,006,629**	**$ 1,258,459**	**$ 1,447,331**	**$ 2,076,906**	**$ 2,097,892**	**$ 2,119,087**	**$ 2,140,495**	**$ 2,162,117**
Total Local Incremental Revenue	$ -	$ 25,656	$ 423,604	$ 1,272,558	$ 1,590,915	$ 1,829,684	$ 2,625,578	$ 2,652,108	$ 2,678,903	$ 2,705,966	$ 2,733,300
BRA Administrative Fee	$ -	$ 500	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Local TIR Available for Reimbursement	**$ -**	**$ 25,156**	**$ 413,604**	**$ 1,262,558**	**$ 1,580,915**	**$ 1,819,684**	**$ 2,615,578**	**$ 2,642,108**	**$ 2,668,903**	**$ 2,695,966**	**$ 2,723,300**
Total State & Local TIR Available	**$ -**	**$ 42,913**	**$ 706,772**	**$ 2,269,186**	**$ 2,839,374**	**$ 3,267,015**	**$ 4,692,484**	**$ 4,740,000**	**$ 4,787,990**	**$ 4,836,461**	**$ 4,885,417**

	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue	$ 2,183,955	$ 2,206,011	$ 2,228,288	$ 2,250,787	$ 2,273,512	$ 2,296,464	$ 2,319,645	$ 2,343,058	$ 2,366,706	$ 2,390,590	$ 2,414,712
State Brownfield Redevelopment Fund (50% of SET)											
State TIR Available for Reimbursement	**$ 2,183,955**	**$ 2,206,011**	**$ 2,228,288**	**$ 2,250,787**	**$ 2,273,512**	**$ 2,296,464**	**$ 2,319,645**	**$ 2,343,058**	**$ 2,366,706**	**$ 2,390,590**	**$ 2,414,712**
Total Local Incremental Revenue	$ 2,760,907	$ 2,788,790	$ 2,816,952	$ 2,845,396	$ 2,874,124	$ 2,903,139	$ 2,932,444	$ 2,962,043	$ 2,991,937	$ 3,022,131	$ 3,052,626
BRA Administrative Fee	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Local TIR Available for Reimbursement	**$ 2,750,907**	**$ 2,778,790**	**$ 2,806,952**	**$ 2,835,396**	**$ 2,864,124**	**$ 2,893,139**	**$ 2,922,444**	**$ 2,952,043**	**$ 2,981,937**	**$ 3,012,131**	**$ 3,042,626**
Total State & Local TIR Available	**$ 4,934,862**	**$ 4,984,801**	**$ 5,035,240**	**$ 5,086,183**	**$ 5,137,636**	**$ 5,189,603**	**$ 5,242,090**	**$ 5,295,101**	**$ 5,348,643**	**$ 5,402,720**	**$ 5,457,338**

DEVELOPER

	Beginning Balance	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Developer Reimbursement Balance	$ -	$ -	$ 915,624	$ 5,071,705	$ 14,816,198	$ 19,116,098	$ 22,741,220	$ 32,776,007	$ 34,414,807	$ 35,890,364	$ 34,854,118	$ 33,737,359
Pre-Approved Environmental Costs	$ 350,000	$ -	$ 350,000	$ 322,442	$ -							
State Tax Reimbursement	$ 178,977	$ -	$ 17,756	$ 161,221	$ -							
Local Tax Reimbursement	$ 186,377	$ -	$ 25,156	$ 161,221	$ -							
Interest (5%)	$ 15,354	$ -	$ 15,354		$ -							
Total EGLE Reimbursement Balance		$ -	$ 322,442	$ -	$ -							
Local Only Costs	$ 28,246,750	$ -	$ 564,935	$ 4,830,195	$ 14,110,665	$ 18,205,808	$ 21,658,305	$ 31,215,245	$ 32,776,007	$ 34,414,807	$ 35,890,364	$ 34,854,118
Local Tax Reimbursement	$ 53,801,403	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 233,508	$ 2,695,966	$ 2,723,300
Interest (5%)	$ 25,554,653	$ -	$ 28,247	$ 241,510	$ 705,533	$ 910,290	$ 1,082,915	$ 1,560,762	$ 1,638,800	$ 1,709,065	$ 1,659,720	$ 1,606,541
Total Local Only Reimbursement Balance		$ -	$ 593,182	$ 5,071,705	$ 14,816,198	$ 19,116,098	$ 22,741,220	$ 32,776,007	$ 34,414,807	$ 35,890,364	$ 34,854,118	$ 33,737,359
Total Annual Developer Reimbursement		$ -	$ 42,912	$ 322,442	$ -	$ -	$ -	$ -	$ -	$ 233,508	$ 2,695,966	$ 2,723,300

	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Developer Reimbursement Balance	$ 32,535,775	$ 31,244,833	$ 29,859,775	$ 28,375,599	$ 26,787,049	$ 25,088,606	$ 23,274,470	$ 21,338,548	$ 19,274,442	$ 17,075,427	$ 14,734,441
Pre-Approved Environmental Costs											
State Tax Reimbursement											
Local Tax Reimbursement											
Interest (5%)											
Total EGLE Reimbursement Balance											
Local Only Costs	$ 33,737,359	$ 32,535,775	$ 31,244,833	$ 29,859,775	$ 28,375,599	$ 26,787,049	$ 25,088,606	$ 23,274,470	$ 21,338,548	$ 19,274,442	$ 17,075,427
Local Tax Reimbursement	$ 2,750,907	$ 2,778,790	$ 2,806,952	$ 2,835,396	$ 2,864,124	$ 2,893,139	$ 2,922,444	$ 2,952,043	$ 2,981,937	$ 3,012,131	$ 3,042,626
Interest (5%)	$ 1,549,323	$ 1,487,849	$ 1,421,894	$ 1,351,219	$ 1,275,574	$ 1,194,696	$ 1,108,308	$ 1,016,121	$ 917,831	$ 813,116	$ 701,640
Total Local Only Reimbursement Balance	$ 32,535,775	$ 31,244,833	$ 29,859,775	$ 28,375,599	$ 26,787,049	$ 25,088,606	$ 23,274,470	$ 21,338,548	$ 19,274,442	$ 17,075,427	$ 14,734,441
Total Annual Developer Reimbursement	$ 2,750,907	$ 2,778,790	$ 2,806,952	$ 2,835,396	$ 2,864,124	$ 2,893,139	$ 2,922,444	$ 2,952,043	$ 2,981,937	$ 3,012,131	$ 3,042,626

CITY OF MUSKEGON BONDED ACTIVITIES

	Beginning Balance	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
City of Muskegon Bond Reimbursement Balance	$ -	$ -	$ 10,500,000	$ 10,759,998	$ 9,972,313	$ 8,810,967	$ 7,340,848	$ 4,961,532	$ 2,435,395	$ -	$ -	$ -
Local Only Costs	$ 10,000,000	$ -	$ 10,000,000	$ 10,500,000	$ 10,759,998	$ 9,972,313	$ 8,810,967	$ 7,340,848	$ 4,961,532	$ 2,435,395	$ -	
Local Tax Reimbursement	$ 12,608,621	$ -	$ -	$ 252,383	$ 1,262,558	$ 1,580,915	$ 1,819,684	$ 2,615,578	$ 2,642,108	$ 2,435,395		
Interest (5%)	$ 2,608,621		$ 500,000	$ 512,381	$ 474,872	$ 419,570	$ 349,564	$ 236,263	$ 115,971	$ -		
Total Local Only Reimbursement Balance	$ 10,000,000	$ -	$ 10,500,000	$ 10,759,998	$ 9,972,313	$ 8,810,967	$ 7,340,848	$ 4,961,532	$ 2,435,395	$ -	$ -	
Total Annual City of Muskegon Reimbursement		$ -	$ -	$ 252,383	$ 1,262,558	$ 1,580,915	$ 1,819,684	$ 2,615,578	$ 2,642,108	$ 2,435,395	$ -	$ -

	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
City of Muskegon Bond Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Only Costs											
Local Tax Reimbursement											
Interest (5%)											
Total Local Only Reimbursement Balance											
Total Annual City of Muskegon Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *	
State Tax Capture	$ 178,977
Local Tax Capture	$ 12,499,122
Total LBRF Capture	$ 12,678,099

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

Table 2 - Estimate of Total Incremental Taxes Available for Reimbursement
1148 1204 West Western Avenue, Muskegon, Muskegon County, Michigan

Estimated Developer Capture	$ 54,166,757
Estimated City of Muskegon Capture	$ 12,608,621
BRA Administrative Fee	$ 290,500
State Brownfield Redevelopment Fund	$ 365,244
Local Brownfield Revolving Fund	$ 12,678,099

	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTAL
Total State Incremental Revenue	$ 2,439,076	$ 2,463,684	$ 2,488,537	$ 2,513,640	$ 2,538,993	$ 2,564,599	$ 2,590,462	$ 2,616,584	$ 2,642,966	$ 62,796,559
State Brownfield Redevelopment Fund (50% of SET)						$ 320,791				$ 365,244
State TIR Available for Reimbursement	**$ 2,439,076**	**$ 2,463,684**	**$ 2,488,537**	**$ 2,513,640**	**$ 2,538,993**	**$ 2,243,808**	**$ 2,590,462**	**$ 2,616,584**	**$ 2,642,966**	**$ 39,893,567**
Total Local Incremental Revenue	$ 3,083,426	$ 3,114,535	$ 3,145,954	$ 3,177,688	$ 3,209,738	$ 3,242,110	$ 3,274,805	$ 3,307,827	$ 3,341,179	$ 79,386,023
BRA Administrative Fee	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 290,500
Local TIR Available for Reimbursement	**$ 3,073,426**	**$ 3,104,535**	**$ 3,135,954**	**$ 3,167,688**	**$ 3,199,738**	**$ 3,232,110**	**$ 3,264,805**	**$ 3,297,827**	**$ 3,331,179**	$ 79,095,523
Total State & Local TIR Available	**$ 5,512,502**	**$ 5,568,218**	**$ 5,624,491**	**$ 5,681,327**	**$ 5,738,731**	**$ 5,475,918**	**$ 5,855,267**	**$ 5,914,411**	**$ 5,974,145**	**$ 141,526,839**
DEVELOPER										
Developer Reimbursement Balance	***$ 12,244,066***	***$ 9,596,509***	***$ 6,783,583***	***$ 3,796,690***	***$ 626,800***	***$ -***	***$ -***	***$ -***	***$ -***	
Pre-Approved Environmental Costs										
State Tax Reimbursement										$ 178,977
Local Tax Reimbursement										$ 186,377
Interest (5%)										$ 15,354
Total EGLE Reimbursement Balance										$ -
Local Only Costs	*$ 14,734,441*	*$ 12,244,066*	*$ 9,596,509*	*$ 6,783,583*	*$ 3,796,690*	*$ 626,800*				
Local Tax Reimbursement	$ 3,073,426	$ 3,104,535	$ 3,135,954	$ 3,167,688	$ 3,199,738	$ 626,800				*$ 53,801,403*
Interest (5%)	$ 583,051	$ 456,977	$ 323,028	$ 180,795	$ 29,848	$ -				*$ 25,554,653*
Total Local Only Reimbursement Balance	*$ 12,244,066*	*$ 9,596,509*	*$ 6,783,583*	*$ 3,796,690*	*$ 626,800*	*$ -*		*$ -*		*$ -*
Total Annual Developer Reimbursement	*$ 3,073,426*	*$ 3,104,535*	*$ 3,135,954*	*$ 3,167,688*	*$ 3,199,738*	*$ 626,800*	*$ -*	*$ -*	*$ -*	*$ 54,166,757*
CITY OF MUSKEGON BONDED ACTIVITIES										
City of Muskegon Bond Reimbursement Balance	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	
Local Only Costs										
Local Tax Reimbursement										*$ 12,608,621*
Interest (5%)										*$ 2,608,621*
Total Local Only Reimbursement Balance										*$ -*
Total Annual City of Muskegon Reimbursement	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 12,608,621*
LOCAL BROWNFIELD REVOLVING FUND										
LBRF Deposits *										
State Tax Capture						*$ 178,977*				$ 178,977
Local Tax Capture						*$ 2,605,310*	*$ 3,264,805*	*$ 3,297,827*	*$ 3,331,179*	$ 12,499,122
Total LBRF Capture										$ 12,678,099

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

Attachment A

Conceptual Renderings

SHEET NOTES:

- C COMMERCIAL BUILDINGS
  - C1 ADELAIDE POINTE OFFICES
  - C2 LIGHT INDUSTRY
  - C3 WAREHOUSING / BOAT STORAGE
  - C4 WAREHOUSING / BOAT STORAGE
  - C5 MIXED USE/WATER-BASED SERVICES
  - C6 MIXED USE/WATER-BASED SERVICES
  - C7 WAREHOUSING / BOAT STORAGE
  - C8 WAREHOUSING / BOAT STORAGE
  - C9 WAREHOUSING / BOAT STORAGE
- R RESIDENTIAL BUILDINGS
  - R1 CONDOMINIUM BUILDING
  - R2 CONDOMINIUM / COMMERCIAL
  - R3 CONDOMINIUM / COMMERCIAL
  - R4 CONDOMINIUM BUILDING
  - R5 CONDOMINIUM BUILDING
  - R6 APARTMENT BUILDING
- B MIXED USE BUILDING / AMENITIES
  - B1 SALES / RETAIL / RESTAURANT
  - B2 BAR / GRILL
  - B3 BOATER SERVICES
  - B4 RESTROOMS / PAVILION
  - B5 POOL
- M MARINA / MARINA SERVICES
  - M1 WET SLIP MARINA
  - M2 TRANSIENT SLIPS
  - M3 SLIP ACCESS POINT
  - M4 ROCK GROINS
  - M5 SLIP WELL / RAMPS
  - M6 FUEL DOCKS
- A PUBLIC AMENITIES
  - A1 BIKE & PEDESTRIAN TRAILS
  - A2 WEST POINT PARK
  - A3 LINEAR PARKS
  - A4 EAST BASIN PARK
  - A5 FISHING PIER
  - A6 BIKE RACKS
  - A7 PAVILIONS
  - A8 EVENT LAWN
  - A9 ON STREET PARKING
  - A10 OFF STREET PARKING
  - A11 RESTROOMS
  - A12 PARKING GARAGE ACCESS

Project :

ADELAIDE POINTE
1204 WEST WESTERN AVENUE
MUSKEGON, MI 49441
P: (855) MKG-LAKE
https://www.adelaidepointe.com

Consultants:

Edgewater resources
518 BROAD STREET
SAINT JOSEPH, MI 49085
P: (269) 932.4502
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1609 PINERIDGE DR
GRAND HAVEN, MI 49417
P: (616) 843-1002
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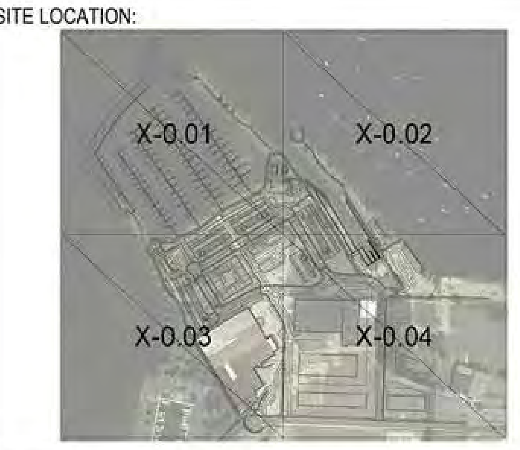
KA
KORB + ASSOCIATES ARCHITECTS
648 N. PLANKINTON AVE.
SUITE 240
MILWAUKEE, WI 53203
P: (414) 273-8230
www.kaa-arch.com

SITE LOCATION:



Date:	9/22/2021
Project No:	21-004

NORTH

Scale: 1"=100'-0" @ 24x36
0 100' 200'

Seal:

Project Phase:
PUD SUBMITTAL

Sheet Title:
ILLUSTRATIVE MP

Sheet Number:
V-2.00

Attachment B

Environmental Data Tables and Map

SAMPLE EXCEEDANCE MAP

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

Leestma Management, LLC

1148 & 1204 West Western Ave., Muskegon, Muskegon County MI 49441

Baseline Environmental Assessment

PROJECT NO.
201515

FIGURE NO.
4

PLOT INFO: Z:\2020\201515\CAD\GIS\mapdoc\BEA\FIG05_ExceedanceMap.mxd Date: 1/18/2021 12:29:56 PM User: bahannah

Table 1 - Soil Data Summary
Baseline Environmental Assessment
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, MI
December 2020

Sample Location: *Depth Interval (ft):* *Investigative/Field Duplicate/QC:* *Laboratory ID:* *Collection Date:*		SB-01 (4-5) Investigative 20L0979-01 12/30/20	SB-01 (4-5) Duplicate 20L0979-02 12/30/20	SB-02 (4-5) Investigative 20L0979-03 12/30/20	SB-03 (3-4) Investigative 20L0979-04 12/30/20	SB-04 (4-5) Investigative 20L0979-05 12/30/20	SB-05 (2-3) Investigative 20L0979-06 12/30/20	SB-06 (1-2) Investigative 20L0979-07 12/30/20	SB-07 (2-3) Investigative 20L0979-08 12/30/20	FB-01 QC 20L0979-09 12/30/20	*Statewide Default Background Levels [(1)]*	*Drinking Water Protection Criteria [(1)]*	*GSIP Criteria [(1)]*	*Soil Volatilization to Indoor Air Inhalation Criteria [(1)]*	*Infinite Source VSIC [(1)]*	*Finite VSIC for 5 Meter Source Thickness [(1)]*	*Finite VSIC for 2 Meter Source Thickness [(1)]*	*Particulate Soil Inhalation Criteria [(1)]*	*Direct Contact Criteria [(1)]*	*Soil Saturation Concentration SL [(1)]*
Volatile Organic Compounds	*CAS Number*																			
Tetrachloroethene	127-18-4	**170**	**150**	58 U	57 U	50 U	50 U	61 U	50 U	50 U	*NA*	***100***	*1,200 (X)*	*11,000*	*1.70E+05*	*4.80E+05*	*1.10E+06*	*2.70E+09*	*2.00E+05 (C)*	*88,000*
Polynuclear Aromatic Compounds	*CAS Number*																			
Benzo(a)pyrene	50-32-8	330 U	330 U	350	330 UJ	330 U	330 U	330 UJ	430	--	*NA*	*NLL*	*NLL*	*NLV*	*NLV*	*NLV*	*NLV*	*1.50E+06*	*2,000*	*NA*
Benzo(b)fluoranthene	205-99-2	330 U	400	550	330 UJ	330 U	330 U	330 UJ	520	--	*NA*	*NLL*	*NLL*	*ID*	*ID*	*ID*	*ID*	*ID*	*20,000*	*NA*
Metals, Total	*CAS Number*																			
Arsenic (B)	7440-38-2	4,000 J	3,600	**5,900**	2,000 U	3,500	*4,900*	2,000 U	**19,000**	--	*5,800*	***4,600***	***4,600***	*NLV*	*NLV*	*NLV*	*NLV*	*7.20E+05*	***7,600***	*NA*
Barium (B)	7440-39-3	15,000	18,000	10,000	15,000	23,000	16,000	11,000	100,000	--	*75,000*	*1.30E+06*	*4.40E+05 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*3.30E+08*	*3.70E+07*	*NA*
Cadmium (B)	7440-43-9	1,700	1,600	**8,100**	2,400	3,600	**4,900**	720	**13,000**	--	*1,200*	***6,000***	***3,600 (G,X)***	*NLV*	*NLV*	*NLV*	*NLV*	*1.70E+06*	*5.50E+05*	*NA*
Chromium, Total (B, H)	7440-47-3	*6,700*	*5,900*	**24,000**	**27,000**	**30,000**	**49,000**	*14,000*	**190,000**	--	*18,000 (total)*	***30,000***	***3,300***	*NLV*	*NLV*	*NLV*	*NLV*	*2.60E+05*	*2.50E+06*	*NA*
Copper (B)	7440-50-8	38,000 J	20,000	34,000	34,000	53,000	**76,000**	12,000	**430,000**	--	*32,000*	*5.80E+06*	***75,000 (G)***	*NLV*	*NLV*	*NLV*	*NLV*	*1.30E+08*	*2.00E+07*	*NA*
Lead (B)	7439-92-1	22,000	20,000	34,000	27,000	19,000	20,000	12,000	66,000	--	*21,000*	*7.00E+05*	*5.10E+06 (G,X)*	*NLV*	*NLV*	*NLV*	*NLV*	*1.00E+08*	*4.00E+05*	*NA*
Mercury (Total) (B)	7439-97-6	50 U	50 U	50 U	*57*	50 U	*64*	50 U	50 U	--	*130*	*1,700*	*50 (M); 1.2*	*48,000*	*52,000*	*52,000*	*52,000*	*2.00E+07*	*1.60E+05*	*NA*
Selenium (B)	7782-49-2	**1,400**	**1,400**	**1,000**	**1,100**	**600**	**770**	**960**	**560**	--	*410*	*4,000*	***400***	*NLV*	*NLV*	*NLV*	*NLV*	*1.30E+08*	*2.60E+06*	*NA*
Silver (B)	7440-22-4	490 U	470 U	490 U	490 U	490 U	460 U	470 U	430 U	--	*1,000*	*4,500*	*100 (M); 27*	*NLV*	*NLV*	*NLV*	*NLV*	*6.70E+06*	*2.50E+06*	*NA*
Zinc (B)	7440-66-6	15,000	14,000	23,000	47,000	40,000	62,000	33,000	74,000	--	*47,000*	*2.40E+06*	*1.70E+05 (G)*	*NLV*	*NLV*	*NLV*	*NLV*	*ID*	*1.70E+08*	*NA*
Solids, Total (%)	--	*90*	*91*	*88*	*89*	*89*	*90*	*87*	*92*	--	--	--	--	--	--	--	--	--	--	--

Results expressed in µg/Kg dry weight (except for FB-01, which is µg/Kg wet weight).
Bolded values exceed Statewide Default Background Level and an applicable criterion or screening level.
Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.
Underlined parameters are classified as Polynuclear Aromatic Compounds.

Data Qualifiers:
J Estimated value
U Not detected

Footnotes/Abbreviations:
[(1)] Part 201 Residential Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, December 30, 2013 (GSI Criteria Updated June 25, 2018).
[(2)] EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.
(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(C) Value is screening level based on the chemical-specific generic soil saturation concentration (Csat).
(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
(H) Data provided for total chromium only; evaluated against hexavalent chromium criteria.
(J) Hazardous substance may be present in several isomer forms. Isomer-specific concentrations must be added together for comparison to criteria.
(JT) Hazardous substance may be present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is the sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL of the detected isomers.
(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
(M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
(W) Concentrations of trihalomethanes must be added together to determine compliance with criterion.
(X) Criterion is not protective for SW used as a drinking water (DW) source.
(DD) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.
(EE) The acceptable air concentration (AAC) for the volatile hazardous substances is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for these hazardous substances is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITSL) by the EGLE's Air Quality Division.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
DATA Insufficient physical chemical parameters to calculate a VIAP SL for specified media. If detections are present in specified media, health-based soil vapor value should be used to evaluate risk.
GSIP groundwater surface water interface protection
ID Insufficient data to develop criterion.
NA not available
NLL Not likely to leach under most soil conditions.
NLV Not likely to volatilize under most conditions.
SL screening level
VIAP volatilization to indoor air pathway
VSIC volatile soil inhalation criteria

Table 2 - Groundwater Data Summary
Baseline Environmental Assessment
Leestma Management, LLC, 1148 & 1204 West Western Ave., Muskegon, Muskegon County, MI
December 2020

Monitoring Location:		TW-01	TW-02	TW-03	TW-03	TB-01	*Residential DWC (1)*	*GSI Criteria (1)*	*Residential Groundwater VIAIC (1)*	*Water Solubility (1)*	*Flammability and Explosivity SL (1)*
Field Duplicate:					Duplicate						
Laboratory ID:		20L0979-10	20L0979-11	20L0979-12	20L0979-14	20L0979-15					
Collection Date:		12/30/20	12/30/20	12/30/20	12/30/20	12/30/20					
Volatile Organic Compounds	*CAS Number*										
Benzene	71-43-2	1 U	1 U	**9.7**	**9.9**	1 U	***5.0***	*200 (X)*	*5,600*	*1.75E+06*	*68,000*
Polychlorinated Biphenyls	*CAS Number*										
Total PCBs (J)	1336-36-3	0.2 U	0.2 U	0.2 UJ	0.2 UJ	--	*0.50*	*0.20 (M); 2.60E-05*	*45 (S)*	*44.7*	*ID*
Metals, Total	*CAS Number*										
Arsenic (B)	7440-38-2	5 U	5 U	7.7	7.9	--	*10*	*10*	*NLV*	*NA*	*ID*
Barium (B)	7440-39-3	100 U	100 U	220	240	--	*2,000*	*670 (G)*	*NLV*	*NA*	*ID*
Cadmium (B)	7440-43-9	1 U	1 U	**7.2**	**7.3**	--	***5.0***	***3.0 (G,X)***	*NLV*	*NA*	*ID*
Chromium, Total (B, H)	7440-47-3	10 U	10 U	**33**	**34**	--	*100*	***11***	*NLV*	*NA*	*ID*
Copper (B)	7440-50-8	5 U	5 U	**150**	**150**	--	*1,000 (E)*	***13 (G)***	*NLV*	*NA*	*ID*
Lead (B)	7439-92-1	3 U	3 U	**180**	**180**	--	***4.0 (L)***	***34 (G,X)***	*NLV*	*NA*	*ID*
Mercury (B)	7439-97-6	0.2 U	0.2 U	**0.65**	**0.61**	--	*2.0*	***0.0013***	*56 (S)*	*56*	*ID*
Selenium (B)	7782-49-2	5 U	5 U	5 U	5 U	--	*50*	*5.0*	*NLV*	*NA*	*ID*
Silver (B)	7440-22-4	1 U	1 U	1 U	1 U	--	*34*	*0.20 (M); 0.060*	*NLV*	*NA*	*ID*
Zinc (B)	7440-66-6	50 U	50 U	**190**	**190**	--	*2,400*	***170 (G)***	*NLV*	*NA*	*ID*

Results expressed in µg/L.
Bolded values exceed an applicable criterion and/or screening level.
Underlined compounds classified as polynuclear aromatic compounds.

Data Qualifiers:
J Estimated value
U Not detected above the given limit

Footnotes/Abbreviations:
(1) *Part 201 Groundwater Generic Cleanup Criteria/Part 213 Tier 1 Risk-based Screening Levels, January 10, 2018 (GSI Criteria Updated June 25, 2018).*
(2) *EGLE Volatilization to Indoor Air Pathway Screening Levels, September 4, 2020.*
(B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
(E) Aesthetic drinking water (DW) value. Notice of aesthetic impact may be employed as an institutional control if concentration exceeds the aesthetic DWC but not the health-based DW value.
(G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
(H) Data provided for total Chromium only; compare to hexavalent Chromium criteria.
(J) Substance present in several isomer forms; isomer concentrations must be added together for comparison to criteria.
(JT) Substance present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is sole isomer detected; however, when multiple isomers are detected in a medium,
(L) Concentrations up to the State action level of 15 µg/L may still allow for DW use if soil concentrations are below 400 mg/Kg.
(M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
(M*) The VIAP SL may be below target detection limits (TDL). In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to
(S) Criterion defaults to the hazardous substance-specific water solubility limit.
(W) Concentrations of trihalomethanes must be added together to determine compliance with the DWC.
(X) Criterion is not protective for SW used as a DW source.
(AA) Use 10,000 µg/L where GW enters a structure through the use of a water well, sump or other device. Use 28,000 µg/L for all other uses.
(CC) Insufficient chemical-physical input parameters have been identified to allow the development of a VIAP SL using standard equations. The VIAP SL for GW is developed based solely on the approach that the department uses for shallow GW. If GW detections are present, soil vapor may be the most appropriate media to evaluate risk.
(DD) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.
(EE*) The acceptable air concentration (AAC) for the volatile hazardous substance is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for this hazardous substance is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial
(FF*) The AAC for the volatile hazardous substances are based on toxicity values that have been identified to have the potential to cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The short-term exposure for shallow groundwater VIAP SLs are based on modification of the standard equations by the department to develop applicable shallow groundwater VIAP SLs.
(MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
DWC drinking water criterion
GSI groundwater surface water interface
ID Insufficient data to develop criterion.
NA not available
NLV Not likely to volatilize under most conditions.
SL screening level
TX The Remediation and Redevelopment Division Toxicology Unit has not identified an inhalation toxicity value for the hazardous substance at the date of publication of these values.
VIAIC volatilization to indoor air inhalation criteria
VIAP volatilization to indoor air pathway

Attachment C

Resolutions Approving the Brownfield Plan Amendment

Attachment D

Reimbursement Agreement

<u>DEVELOPMENT AND REIMBURSEMENT AGREEMENT</u>

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "**Agreement**") is made on _________, ______, by and among the CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**Authority**"), the CITY OF MUSKEGON, a public body corporate whose address is 933 Terrace Street, Muskegon, Michigan 49443 (the "**City**"), and Adelaide Pointe QOZB, LLC, a Michigan limited liability company whose address is 1204 West Western Avenue, Muskegon, Michigan 49441 (the "**Developer**").

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended ("**Act 381**"), the Authority approved and recommended a Brownfield Plan which was duly approved by the City (the "**Plan**"). The Plan was amended on _________ (the "**Amendment**," and, together with the Plan, the "**Brownfield Plan**" – See Exhibit A) to identify a new marina, boat storage, commercial/residential redevelopment project proposed by Developer and the City.

B. The Brownfield Plan includes specific eligible activities associated with the Developer's plan to develop approximately 35 acres of land located at 1148 & 1204 West Western Avenue in Muskegon, Michigan (collectively, the "**Developer Property**").

C. The Brownfield Plan also includes specific eligible activities associated with the City's plan to make improvements to the public infrastructure associated with the development.

D. The Developer owns the Developer Property, which is included in the Brownfield Plan as an "eligible property" because it was determined to be a "facility", as defined by Part 201 of the Natural Resources and Environmental Protection Act ("**Part 201**"), or adjacent and contiguous to an "eligible property."

E. The Developer intends to conduct eligible activities on the Developer Property including revitalizing existing site structures for boat storage, busines offices, and lease space (approx. 218,000 sf); creation of a new 280 slip marina and construction of a three-story, mixed-use building with ground level retail and office space, a second-floor restaurant, and third floor deck area (approx. 7,500 sf); 50 boat condos (totaling approx. 250,000 gross sf); and 250 - 300 residential condo units (averaging approx. 1,500 sf each) within a six building footprint (the **"Project"**), including department specific activities, demolition, site preparation and infrastructure improvement activities, a 15% contingency and brownfield plan/work plan preparation and development, as described in the Brownfield Plan, with an estimated cost of $54,166,757 (the "**Developer Eligible Activities**"). As part of the Project, the City also intends to conduct certain eligible public infrastructure improvement activities, as described in the Brownfield Plan, with an estimated cost of $12,608,621 (the "**City Eligible Activities**"). All of the Developer Eligible Activities and the City Eligible Activities (together, the "**Eligible Activities**") are eligible for reimbursement under Act 381. The total cost of the Eligible Activities, including contingencies, are $66,775,378 (the “**Total Eligible Brownfield TIF Costs**”).

F. Act 381 permits the Authority to capture and use local and certain school property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an “eligible property” under Act 381 (the “**Brownfield TIF Revenue**”) to pay or to reimburse the payment of Eligible Activities conducted on the “eligible property.” The Brownfield TIF Revenue will be used to reimburse the Developer for the Developer Eligible Activities and the City for the City Eligible Activities incurred and approved for the Project.

G. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer and the City for completion of Eligible Activities on the Property in an amount not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THERFORE, the parties agree as follows:

1. Reimbursement Source.

(a) During the Term (as defined below) of this Agreement, and except as set forth in paragraph 2 below, the Authority shall reimburse the Developer and City for the costs of their Eligible Activities conducted on the Developer Property from the Brownfield TIF Revenue collected from the real and taxable personal property taxes on the Developer Property. The amount reimbursed to the Developer and City, respectively, for their Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs, and reimbursements shall be made on approved costs submitted and approved in connection with the Developer Eligible Activities and the City Eligible Activities, as follows:

(i) the Authority shall first pay 100% of available Brownfield TIF Revenue to the City to reimburse the cost of City Eligible Activities up to $12,608,621 for costs; and

(ii) the Authority shall, following reimbursement to the City of the first $12,608,621 described in 1(a)(i) above, pay 100% of available Brownfield TIF Revenue to Developer to reimburse the cost of the remaining Developer Eligible Activities submitted and approved for reimbursement by the Authority until Developer is fully reimbursed; and

(b) The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer and City for their Eligible Activities until the earlier of the City and Developer each being fully reimbursed or December 31, 2051. Unless otherwise prepaid by the Authority, payments to the City and Developer shall be made on a semi-annual basis as incremental local taxes are captured and available.

2. Developer Reimbursement Process.

(a) The Developer shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for Developer Eligible Activities paid for by the Developer during the prior period. All costs for the Developer Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Developer Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for Developer Eligible Activities must note what Developer Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Developer Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 2(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The Developer shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The Developer shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for Developer Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the Developer by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the Developer, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the Developer by registered or certified mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to the Developer's bank account. The Developer may change its address by providing written notice sent by registered or certified mail to the Authority.

3. City Reimbursement Process.

(a) The City shall submit to the Authority, not more frequently than on a quarterly basis, a "Request for Cost Reimbursement" for City Eligible Activities paid for by the City during the prior period. All costs for the City Eligible Activities must be consistent with the approved Brownfield Plan. The City must include documentation sufficient for the Authority to determine whether the costs incurred were for City Eligible Activities, including detailed invoices and proof of payment. Copies of all invoices for City Eligible Activities must note what City Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for City Eligible Activities within thirty (30) days after receiving a Request for Cost Reimbursement from the City, the Authority shall pay the City the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement in accordance with the priority set forth in paragraph 1, from which the submission may be wholly or partially paid from available Brownfield TIF Revenue from the Developer Property.

(i) The City shall cooperate with the Authority's review of its Request for Cost Reimbursement by providing supplemental information and documentation which may be reasonably requested by the Authority.

(ii) If the Authority determines that requested costs are ineligible for reimbursement, the Authority shall notify the City in writing of its reasons for such ineligibility within the Authority's thirty (30) day period of review. The City shall then have thirty (30) days to provide supplemental information or documents to the Authority demonstrating that the costs are for City Eligible Activities and are eligible for reimbursement.

(c) If a partial payment is made to the City by the Authority because of insufficient Brownfield TIF Revenue captured in the semi-annual period for which reimbursement is sought, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Brownfield TIF Revenue from the Developer Property until all of the amounts for which submissions have been made have been fully paid to the City, or by the end of the Term (as defined below), whichever occurs first. The Authority is not required to reimburse the City from any source other than Brownfield TIF Revenue.

(d) The Authority shall send all payments to the City by registered or certified mail, addressed to the City at the address shown above, or by electronic funds transfer directly to the City's bank account. The City may change its address by providing written notice sent by registered or certified mail to the Authority.

4. Term of Agreement.

The Authority's obligation to reimburse the City and Developer for the Total Eligible Brownfield TIF Costs incurred by each party under this Agreement shall terminate the earlier of the date when all reimbursements to the City and Developer required under this Agreement have been made or December 31, 2051 (the "**Term**"). If the Brownfield TIF Revenue ends before all of the Total Eligible Brownfield TIF Costs have been fully reimbursed to the City and Developer, the last reimbursement payment by the Authority shall be paid from the summer and winter tax increment revenue collected during the final year of this Agreement.

5. Adjustments.

If, due to an appeal of any tax assessment or reassessment of any portion of the Developer Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer and City. If all amounts due to the City and Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or Developer, the Authority shall invoice the Developer and City for the amount of such reimbursement and the Developer and City shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer and City pursuant to this paragraph shall be reinstated as Developer Eligible Activities and City Eligible Activities, respectively, for which the Developer and City shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

6. Legislative Authorization.

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

7. Notices.

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

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided*, *however*, the Developer and City may assign their interest in this Agreement to an affiliate without the prior written consent of the Authority if such affiliate acknowledges its obligations to the Authority under this Agreement upon assignment in writing on or prior to the effective date of such assignment, *provided*, *further*, that the Developer and City may each make a collateral assignment of their share of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by the Developer or City, (b) owns or controls the Developer or City or (c) is under common ownership or control with the Developer or City. This Agreement shall be binding upon and inure to the benefit of any successors or permitted assigns of the parties.

9. Entire Agreement.

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

10. Non-Waiver.

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

11. Governing Law.

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

12. Counterparts.

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

[*Signature page follows*]

The parties have executed this Agreement on the date set forth above.

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT AUTHORITY

____
By:
Its:

CITY OF MUSKEGON

____
By:
Its:

ADELAIDE POINTE QOZB, LLC

____
By:
Its:

19886336-2

EXHIBIT A

Copy of Brownfield Plan

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Establishment of an Obsolete Property District – 221 W Webster Ave
Submitted By: Mike Franzak	Department: Planning

Brief Summary: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, 221 W Webster LLC and Western Land Co LLC (Divisions of Core Development Corp), have requested the establishment of an Obsolete Property District for their property at 221 W Webster Ave. The establishment of the Obsolete Property District would allow them to apply for an Obsolete Property Rehabilitation Exemption Certificate.

Detailed Summary: This is the former Huntington Bank property downtown.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve the request to establish an Obsolete Property District at 221 W Webster Ave.

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
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO. _____

A resolution establishing an Obsolete Property Rehabilitation District.

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

A. The City of Muskegon has been designated as a qualified local government unit for the purpose of establishing Obsolete Property Rehabilitation Districts and approving Applications for Obsolete Property Rehabilitation Exemption Certificates.

B. The area located in the land described in this resolution is known to the City Commission and is clearly characterized by the presence of obsolete commercial property, and the land and improvements are obsolete commercial property.

C. Notice has been given by certified mail to the owners of all real property within the proposed Obsolete Property Rehabilitation District and a hearing has been held offering an opportunity to all owners and any other resident or taxpayer of the City to appear and be heard. Said notice was given at least ten (10) days before the hearing.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

1. That the property described in this resolution and proposed as an Obsolete Property Rehabilitation District is characterized by obsolete commercial property.

2. That the obsolete commercial property, the subject of this resolution, as is described in Attachment A.

3. That the City Commission hereby establishes an Obsolete Property Rehabilitation District on the lands and parcels set forth in the attached description.

This resolution passed.

Ayes ______________________________

Nays ______________________________

CITY OF MUSKEGON

BY: ______________________________
Stephen J. Gawron
Mayor

ATTEST: ______________________________
Ann Meisch
Clerk

CERTIFICATION

This resolution was adopted at a meeting of the City Commission, held on October 26, 2021. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By ______________________________

Ann Meisch, City Clerk

ATTACHMENT A: PROPERTY DESCRIPTION

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 TO 9 INCL BLK 333

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Issuance of an Obsolete Property Certificate
Submitted By: Mike Franzak	Department: Planning

Brief Summary: Pursuant to Public Act 146 of the Michigan Public Acts of 2000, 221 W Webster LLC and Western Land Co, LLC (Divisions of Core Development), have requested the issuance of an Obsolete Property Certificate for their property located at 221 W Webster Ave. Total capital investment for this project is estimated to be $6,000,000.

Detailed Summary: The applicant has requested the full 12-year abatement, however, after reviewing the tax abatement policy, the tax abatement committee is recommending an eight-year abatement. Please see the tax abatement scoring sheet below. Please also see the answers to questions A through F on the tax abatement application.

Amount Requested:	Amount Budgeted:
Fund(s) or Account(s):	Fund(s) or Account(s):

Recommended Motion: To approve the request to establish an Obsolete Property Certificate for a length of eight (8) years, with no extensions granted.

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

Police Dept. ☐

Fire Dept. ☐

IT Dept. ☐

For City Clerk Use Only:

Commission Action:

Application Answers

October 12, 2021

Attachment for OPRA application for 221 W. Webster Avenue, Muskegon

a. This property was originally constructed in 1964 as the Lumberman's Bank headquarters, later purchased and operated by Huntington Bank until 2020. The building is a 6-story office building with a full basement. The building is approximately 40,000 square feet above grade and 6,450 square feet below.
b. Plans include repurposing this building as a mixed-use property including retail, commercial, and residential.
c. Complete renovation of the interior spaces are planned with some updates, mild renovations on the exterior.
d. Most HVAC equipment will be updated or replaced. Updates and additions to all mechanical systems will be required.
e. Planned commencement for construction / renovation is scheduled for November 19, 2021. Planned completion is anticipated to by January 2024.
f. We expect this exemption to provide a competitive redevelopment opportunity where the businesses / tenants will share in the exemption / tax savings as part of the CAM expenses for the project.

Respectfully submitted:

221 West Webster LLC, and Western Land Co. LLC (Divisions of Core Development, LLC)

Tax Abatement Committee Scoring Sheet & Answers

PA 146 Tax Abatement Scoring Guide

0-5 Points: 4 Years frozen taxable values

6-8 Points: 8 Years frozen taxable values

9-10 Points: 12 Years frozen taxable values

Cognate	Possible Points	Answer	Points Awarded
Taxable Value: The City will consider the estimated additional tax base that the development will generate based on plan review, assessor's analysis and permit fees. 1 point awarded for $150,000 to $249,999 in taxable value, 2 points awarded for $250,000 to $499,999, 3 points awarded for $500,000 to $749,999, and 4 points awarded for $750,000 to $999,999,	0-5	$3,000,000 in taxable value creation	5

and 5 points for taxable value creation over $1,000,000.			
LOCATION: An additional two points will be awarded to a development if it is proposed in one of the City's identified Commercial or Residential Redevelopment Areas (map attached).	0-2	It is within the map boundaries	2
NEW BUSINESS: An additional point will be awarded if the development is being proposed by a commercial entity or housing developer that is new to the City of Muskegon.	0-1	"Depending on our lease tenants, we may very well assist new business with the project, but specifics would not be available just yet"	0
RESIDENT HIRING: An additional point will be awarded if the proposed development will commit to employing 30% of its full time staff from within the city limits or by retaining contractors for services from within the city limits.	0-1	"We can certainly commit to using contractors for services from within the City. Employment we will have, in the entities we can control, can certainly focus on Muskegon residents and we do have many current team members that live within the City as Core Realty will be housed on the 2nd floor. I know it is currently less than 30%, however"	1
MINORITY OWNER/OPERATOR: An additional point will be awarded if the proposed business or development is owned or managed by a federally recognized ethnic minority.		"The development will not be owned or managed by a minority owned entity."	0
		TOTAL	**8**

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

RESOLUTION NO.

A resolution approving the application for an Obsolete Property Rehabilitation Exemption Certificate by 221 W Webster LLC and Western Land Co., LLC (Divisions of Core Development Corp.).

The City Commission of the City of Muskegon hereby RESOLVES:

Recitals

A. The City Commission has received an Application for an Obsolete Property Rehabilitation Exemption Certificate from 221 W Webster LLC and Western Land Co., LLC (Divisions of Core Development Corp.) to apply to the improvements located in an Obsolete Property Rehabilitation District established by previous resolution. All items described under "Instructions" (a) through (f) of the application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the City of Muskegon, the Qualified Local Government Unit, by the applicant.

B. The City of Muskegon is a qualified local governmental unit as determined by STC Bulletin No. 9 of 2000, dated July 12, 2000.

C. An Obsolete Property Rehabilitation District in which the application property is located was established after a hearing on October 26, 2021.

D. The taxable value of the property proposed to be exempt, plus the aggregate taxable value of properties already exempted under PA 146 of 2000 and under PA 198 of 1974, does not exceed five percent (5%) of the total taxable value of the City of Muskegon.

E. In the event it is determined that the said taxable values do exceed five percent (5%), the City Commission determines further that the said exceedance will not have the effect of substantially impeding the operation of the City of Muskegon or impairing the financial soundness of any affected taxing units.

F. This resolution of approval is considered by the City Commission on October 26, 2021, after a public hearing as provided in Section 4(2) of PA 146 of 2000. The hearing was held on this date.

G. The applicant, 221 W Webster LLC and Western Land Co., LLC (Divisions of Core Development Corp) is not delinquent any taxes related to the facility.

H. The exemption to be granted by this resolution is for eight (8) years and no extensions will be granted.

I. The City Commission finds that the property for which the Obsolete Property Rehabilitation Exemption Certificate is sought is obsolete property within the meaning of Section 2(h) of Public Act 146 of 2000 in that the property, which is commercial, is functionally obsolete. The City has received from the applicant all the items required by Section 9 of the application form, being the general description of the obsolete facility, a general description of the proposed use, a description of the general nature and extent of the rehabilitation to be undertaken, a descriptive list of fixed building equipment that will be part of the rehabilitated facility, a time schedule for undertaking and complete the rehabilitation, and statement of the economic advantages expected from the exemption.

J. Commencement of the rehabilitation has not occurred before the establishment of the district.

K. The application relates to a rehabilitation program that when completed will constitute a rehabilitated within the meaning of PA 146 of 2000 and will be situated within the Obsolete Property Rehabilitation District established by the City under PA 146 of 2000.

L. Completion of the rehabilitated facility is calculated to and will, at the time of the issuance of the Certificate, have the reasonable likelihood to increase commercial activity and create employment; it will revitalize an urban area. The rehabilitation will include improvements aggregating more than ten percent (10%) of the true cash value of the property at the commencement of the rehabilitation.

M. The City Commission determines that the applicant shall have twenty-seven (27) months to complete the rehabilitation. It shall be completed by January 26, 2024, or two years after the Certificate is issued, whichever occurs later.

N. That notice pursuant to statute has been timely given to the applicant, the assessor for the City of Muskegon, representatives of the affected taxing units and the general public.

NOW, THEREFORE, THE CITY COMMISSION RESOLVES:

1. Based upon the statements set forth in, and incorporating the recitals to this resolution, the City Commission hereby approves the application filed by 221 W Webster LLC and Western Land Co, LLC (Divisions of Core Development Corp) for an Obsolete Property Rehabilitation Exemption Certificate, to be effective for a period of eight (8) years and no extensions will be granted;

2. BE IT FURTHER RESOLVED, that this resolution of approval relates to the property set forth in Attachment A, the legal description containing the facilities to be improved;

3. BE IT FURTHER RESOLVED, that, as further condition of this approval, the applicant shall comply with the representations and conditions set forth in the recitals above and in the application material submitted to the City.

This resolution passed.

Ayes: ____

Nays: ____

CITY OF MUSKEGON

BY: _________________________________
Stephen J. Gawron
Mayor

ATTEST: _________________________________
Ann Meisch
Clerk

CERTIFICATE

This resolution was adopted at a meeting of the City Commission held on October 26, 2021. The meeting was properly held and noticed pursuant to the Open Meetings Act of the State of Michigan, Act 267 of the Public Acts of 1976.

CITY OF MUSKEGON

By _____________________________
Ann Meisch, City Clerk

ATTACHMENT A: PROPERTY DESCRIPTION

CITY OF MUSKEGON REVISED PLAT OF 1903 LOT 1 TO 9 INCL BLK 333

WATCH MUSKEGON

Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: October 26, 2021	Title: Inclusive Zoning
Submitted By: LeighAnn Mikesell	Department: Manager's Office

Brief Summary: Staff is presenting on the proposed expansion of inclusive zoning to additional neighborhoods in a continued effort to educate the public. Comments from the public and commissioners will be used to finalize the request to rezone for an eventual vote in November.

Detailed Summary: Staff were given direction to offer more education to our neighbors on this topic. In response, staff has done the following.

- Developed and recorded a presentation https://www.youtube.com/watch?v=rHLVQS6lF24
- Shared the presentation on the city's website, on social media, and with the affected neighborhood associations
- Held a public meeting
- Provided an email address and phone number for comments
- Heard comments and deliberation at the October Planning Commission meeting
- Included this item as a public hearing at the regular City Commission meeting

As a reminder, the expansion of Urban Residential zoning is being requested to benefit existing and future residents.

- Housing choices at every price point and for all income levels is more inclusive
- Choices for people to stay in one neighborhood for a lifetime as their housing needs change
- Lease options for those who cannot or prefer not to own
- Options for people to build generational wealth
- Homes that allow multi-generational families to live at one address
- Limits gentrification often seen in exclusive single family zoning
- Honors existing neighborhoods and residents living in them by providing options that fit the neighborhood
- More choices for existing and future neighbors
- Builds a sense of place where neighbors feel connected

Staff will use the information gathered through the above activities and input from commissioners to determine a proposal for the City Commission to consider in November.

Amount Requested: N/A	Amount Budgeted: N/A
Fund(s) or Account(s): N/A	Fund(s) or Account(s): N/A

Recommended Motion: Item presented as information only

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: October 26, 2021	Title: HBA Demolitions
Submitted By: Director Jeffrey Lewis	Department: Public Safety

Brief Summary: HBA approved the demolition of 181 Irwin

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 181 Irwin Av. (between Hoyt St. and Leahy St.) 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: N/A
Fund(s) or Account(s): 101-80387-5356	Fund(s) or Account(s):

Recommended Motion: Staff recommends that the City Commission concur with HBA to demo of 181 Irwin 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:

EN2104451- 181 IRWIN AVE.

ACKERMAN 67 LLC
553 GRANT AVE
GRAND HAVEN, MI 49417

Information:

On September 21st, Muskegon Fire Department responded to a call for a residential fire at this address. Crews arrived to a fully involved structure fire. Building collapsed and was partially demolished for safety purposes. Basement remains open and accessible. On 9/23/21 fire inspection notice was sent to owner. Building appears to be a total loss.

Complaint Notice:

Fire letter sent 9/22/21
Dangerous building inspection report was sent 09/23/2021

Notice & Order:

On September 23, 2021, Notice and Order to repair or remove was sent and posted
On September 23, 2021, 10-day Notice for October 7, 2021 HBA Hearing was sent
On October 13, 2021 HBA Determination notice was sent and posted at the property.
On October 14, 2021 a Notice of Hearing for the October 26th, 2021 City Commission meeting was sent and posted.
All notices are sent First Class and Certified Mail and posted on the property in question.

Contact with Owner:

No contact with owner.
Owner did not attend October HBA.

Additional Information:

- This is a two story, residential building with basement.

-2021 SEV & Taxable value: $16,900.

-No insurance on property.

- Built in N/A

-Current property taxes due: 0

- Staff estimated cost for interior/exterior repairs at: **total loss.**

- 3 enforcement actions for grass and trash/no permit since 2020

- The structure is in the MCLaughlin Neighborhood.


FIRE LINE - DO NOT CROSS
9.23.2021 16:08

CAUTION
GAS
PIPELINE
9.23.2021 16:07