

CITY OF MUSKEGON

CITY COMMISSION MEETING

December 10, 2024 @ 5:30 PM

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

AGENDA

- ☐ CALL TO ORDER:
- ☐ PRAYER:
- ☐ PLEDGE OF ALLEGIANCE:
- ☐ ROLL CALL:
- ☐ HONORS, AWARDS, AND PRESENTATIONS:
- ☐ PUBLIC COMMENT ON AGENDA ITEMS:
- ☐ CONSENT AGENDA:
 - A. **Approval of Minutes** City Clerk
 - B. **Sale of 1221 Sanford** Planning
 - C. **Resolution designating a portion of Western Avenue as "L.C. Walker Way" in honor of Louis Carlisle Walker** Manager's Office
 - D. **MDNR Urban & Community Forestry Grant** Public Works
 - E. **Ordinance Change: Parental Responsibility Ordinance** Public Safety
 - F. **Cost of Living Adjustment - Non-union employees** Manager's Office
 - G. **Non Union Part Time & Limited Term Wage Matrix** Employee Relations
 - H. **Rezoning of 1095 3rd St from B-2 to FBC, NC. SECOND READING** Planning
 - I. **Beach Parking Fees Summer 2025 - Update** Manager's Office
 - J. **Senior Municipal Funding FY25** Community & Neighborhood Services
 - K. **Mutual Aid Box Alarm System** Public Safety
 - L. **Emergency Sewage Pump & Haul** Public Works

M. Amity Bridge Removal MDOT Project Agreement Public Works

N. 880 First St. Demolition- Asbestos Abatement Proposal Economic Development

O. Concur with CRC Recommendations to Accept Resignations and Make Appointment City Clerk

☐ **PUBLIC HEARINGS:**

A. Brownfield Plan Amendment, Lakeshore Hotel Partners, LLC, 181 and 201 Viridian Drive Economic Development

☐ **UNFINISHED BUSINESS:**

☐ **NEW BUSINESS:**

☐ **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.

☐ **CLOSED SESSION:**

☐ **ADJOURNMENT:**

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

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

www.shorelinecity.com

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

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



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Approval of Minutes															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: To approve minutes of the November 26, 2024, City Commission Meeting.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																
Amount Requested:	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Recommended Motion: Approval of the minutes.																
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

CITY OF MUSKEGON

CITY COMMISSION MEETING

November 26, 2024 @ 5:30 PM

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

MINUTES

CALL TO ORDER

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 PM, Tuesday, November 26, 2024. Pastor E. J. Wood from All Shores Wesleyan Church, opened the meeting with prayer, after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL

Present: Mayor Ken Johnson, Vice Mayor Rebecca St. Clair, Commissioners Willie German, Jr., Rachel Gorman, Katrina Kochin, and Jay Kilgo, City Manager Jonathan Seyferth, City Attorney John Schrier, and City Clerk Ann Marie Meisch
Absent: Commissioner Destinee Keener

PUBLIC COMMENT ON AGENDA ITEMS

Public comments received.

2024-96 CONSENT AGENDA

A. Approval of Minutes City Clerk

To approve minutes of the November 12, 2024, City Commission Meeting.

STAFF RECOMMENDATION: Approval of the minutes.

C. Contract Award - Lakeshore Dr Sewer CCTV DPW- Engineering

Staff is requesting authorization to enter into a contract with Plummer's Environmental Services in the amount of \$41,916.11 for cleaning and video inspection services of storm and sanitary sewer along Lakeshore Drive.

Bids were solicited for cleaning and video inspection services of certain sewers along Lakeshore Drive. The condition of these sewers will then be analyzed and

used to determine if any repairs or replacement is needed during an up-coming road reconstruction project. Plummers provided the low bid.

STAFF RECOMMENDATION: Move to authorize staff to enter into a contract with Plummers Environmental Services for the amount of \$41,916.11 for the Lakeshore Dr. Sewer CCTV project.

**D. Amendment to NEZ Certificate Applications for Shaw Walker
Redevelopment Project, 920 Washington Ave., 965 W. Western Ave.**
Economic Development

This amendment to the NEZ certificate applications is necessitated by the statutory requirement mandating separate applications for units totaling up to eight per application. This measure ensures compliance while facilitating the approval process for multiple buildings as part of the broader Shaw Walker redevelopment project.

At the City Commission meeting on August 13, 2024, NEZ applications were approved for 15 years for Shaw Walker Opportunity Business 1, LLC and Shaw Walker Opportunity Business 2, LLC for buildings 3-6 located at 920 Washington Ave. and 965 W. Western Ave.

The State reviewed the application package and determined that the NEZ applications must be amended to include separate applications, with a maximum of eight units per application. As a result, there are now 120 applications covering **Buildings 3, 4, 5, and 6**, each with a **15-year duration** for their respective certificates.

Below is a summary of the buildings and the number of units per building:

Building Details:

Building 3

- **Address:** 920 Washington Ave
- **Floors Redeveloped:** 1-5
- **Units Proposed:** 327 residential units
- **Estimated Project Cost:** \$249,772,000

Building 4

- **Address:** 920 Washington Ave
- **Floors Redeveloped:** 2-4
- **Units Proposed:** 16 residential units

- **Estimated Project Cost:** \$615,917

Building 5

- **Address:** 920 Washington Ave and 965 W. Western Ave
- **Floors Redeveloped:** 1-5
- **Units Proposed:** 89 apartment units
- **Estimated Project Cost:** \$243,289

Building 6

- **Address:** 920 Washington Ave
- **Floors Redeveloped:** 1-5
- **Units Proposed:** 69 residential units
- **Estimated Project Cost:** \$520,546

STAFF RECOMMENDATION: I move to approve the amendment for separate NEZ certificate applications for the redevelopment projects at 920 Washington Ave (Buildings 3, 4, 5, and 6) and 965 W. Western Ave (Building 5), in accordance with statutory requirements, and authorize the Mayor and City Clerk to sign the resolution.

E. Revocation of NEZ Certificate at 307 Terrace Point Circle Economic Development

The City of Muskegon is requesting the revocation of the NEZ certificate at 307 Terrace Point Circle as the property owner no longer resides at the address. The City of Muskegon is initiating the revocation of the NEZ certificate for 307 Terrace Point Circle in accordance with state law, as the property owner no longer resides at the address for which the certificate was issued. City staff have collaborated with the City Assessor's Office regarding the revocation. A letter was sent by the Assessor's Office, and the owner subsequently called to confirm that this is no longer their primary residence. The statutory requirement mandates automatic revocation if the facility is no longer a homestead, as defined by section 7a of the General Property Tax Act (1893 PA 206, MCL 211.7a).

“(3) The certificate for a homestead facility or new facility is automatically revoked if the homestead facility or new facility is no longer a homestead as that term is defined in section 7a of the general property tax act, 1893 PA 206,

MCL 211.7a."

STAFF RECOMMENDATION: I move to revoke the Neighborhood Enterprise Zone certificate for 307 Terrace Point Circle as the property no longer qualifies as a homestead under state law, and authorize the Mayor and City Clerk to sign the resolution.

F. Revocation of NEZ Certificate at 308 Terrace Point Circle Economic Development

The City of Muskegon is requesting the revocation of the NEZ certificate at 308 Terrace Point Circle as the property owner no longer resides at the address. The City of Muskegon is initiating the revocation of the NEZ certificate for 308 Terrace Point Circle in accordance with state law, as the property owner no longer resides at the address for which the certificate was issued. City staff sent a letter to the owner and later spoke with the owner's wife, who confirmed that the owner is deceased, and she does not reside at 308 Terrace. The statutory requirement mandates automatic revocation if the facility is no longer a homestead, as defined by section 7a of the General Property Tax Act (1893 PA 206, MCL 211.7a).

"(3) The certificate for a homestead facility or new facility is automatically revoked if the homestead facility or new facility is no longer a homestead as that term is defined in section 7a of the general property tax act, 1893 PA 206, MCL 211.7a."

STAFF RECOMMENDATION: I move to revoke the Neighborhood Enterprise Zone certificate for 308 Terrace Point Circle as the property no longer qualifies as a homestead under state law, and authorize the Mayor and City Clerk to sign the resolution.

G. Muskegon Historic District Monument Conservation Project - City Contribution and Contract Award Planning

Staff is requesting authorization to increase the City contribution and enter into a contract with The Tradesmen Group LLC in the amount of \$110,278 to complete recommended conservation work on the five Hackley Park monuments, the McKinley monument, and the Kearny monument.

At the January 10, 2023, meeting, Commission approved the submittal of a grant application to the State Historic Preservation Office (SHPO) for monument conservation work at Hackley Park with a \$15,000 local match funded through the Public Art Maintenance fund. The City was awarded a \$55,000 Certified Local Government (CLG) grant and the Commission approved the grant agreement and increased the local contribution to \$50,000 at the August 22, 2023, meeting.

One bid proposal was received from The Tradesmen Group LLC and staff is recommending award of the services based on their experience with similar projects, and proposed timeframe for completion of the conservation work. Their \$110,278 bid includes the grant-eligible conservation work for the five monuments within Hackley Park as well as work on the McKinley monument and the Kearny monument as they are of similar age and condition, but not eligible for grant funds (McKinley is privately owned, and Kearny is outside the designated historic district boundary).

With articulated or boom lifts and project cost increases, it is requested that the City contribution, including match, be increased to \$70,278. This amount is available in the Public Art Maintenance fund and is not currently allocated.

STAFF RECOMMENDATION: I move to approve the increased City contribution and authorize staff to enter into a contract with The Tradesmen Group, LLC. in the amount of \$110,278 to complete recommended conservation work on the five Hackley Park monuments, the McKinley monument, and the Kearny monument.

I. School Resource Officer Agreement with High School and Middle School
Public Safety

School Resource Officer Agreement with High School and Middle School
Please review and approve the School Resource Officer Agreement proposed for the employment of one Muskegon Police Department officer at both the middle and high school for the 2024-2025 school year.

STAFF RECOMMENDATION: I move to approve the School Resource Officer Agreements between the City of Muskegon and Muskegon Public Schools for the 2024-2025 school year and authorize the Mayor to sign.

K. 2025 Special Event Policy DPW- Parks and Recreation

Staff is seeking a proposed change to the Special Event Policy which would allow only one event at Pere Marquette at a time.

Included is the Special Event Policy with the proposed change. A new paragraph has been added to state: Only one event will be allowed at Pere Marquette on any given date. If more than one event applies before February 1 for the same event date, the organizer who has held their event on the date the longest will be able to claim the date. If more than one event applies after February 1 for the same event date, the organizer who applied first will be considered first for that date.

STAFF RECOMMENDATION: I move to approve the addition to the Special Event Policy.

L. Sale of 1451 Leahy Planning

Staff is requesting approval of a Purchase Agreement for 1451 Leahy. 1451 Leahy was constructed through the agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is full listing price (\$129,900) with \$0 seller concessions.

STAFF RECOMMENDATION: To approve the Purchase Agreement for 1451 Leahy.

M. Sale of 1325 Terrace Planning

Staff is requesting approval of a Purchase Agreement for 1325 Terrace. 1325 Terrace was constructed through an agreement with Dave Dusendang to construct infill housing with ARPA funding. The offer is for \$159,434, which is above the listing price of \$149,900. The seller will contribute \$8,994 of the purchase price towards buyers' closing costs, pre-paid and discount points.

STAFF RECOMMENDATION: To approve the Purchase Agreement for 1325 Terrace.

N. Background Investigation Services Bid Public Safety

Staff is seeking to authorize the award of Background Investigation Services to Fias Investigations, LLC for pre-employment background checks.

The City of Muskegon Police Department performs background checks as part of the City's pre-employment process for both sworn and civilian employees. A background check is processed prior to a candidate being selected for hire. This includes, but is not limited to inquiring about one's criminal, employment and credit history. Currently, the Neighborhood Police Unit officers perform all background checks needed for employment at the City of Muskegon. This task has become time-consuming for full-time officers to complete and has taken away from their duties as neighborhood officers. The City of Muskegon Police Department is recommending outsourcing this task to a private company for various reasons including:

- **Reduced Bias and Increased Objectivity:** Private companies may approach background investigations with a more objective, neutral stance, free from internal biases.
- **Improved Efficiency:** Many private companies specialize in background checks, often with streamlined processes and dedicated resources for this specific function. They may complete investigations faster than a busy police department where officers may have multiple competing responsibilities.
- **Cost Savings:** Outsourcing to a private company may be more cost-effective for some agencies, especially if they lack the resources to dedicate full-time officers to this task. This can reduce the financial

burden of hiring, training, and supervising officers specifically for background checks.

- **Better Use of Police Resources:** By outsourcing background checks, the City of Muskegon Police Department can free up officers to focus on their core responsibilities, like community policing and criminal investigations, which are often more pressing for public safety.
- **Specialized Expertise:** Private companies may have investigators with specialized skills in conducting thorough background checks, including deep dives into financial records, employment history, and social media. This expertise can enhance the depth and quality of the investigation.

The only bidder, Fias Investigations, LLC has estimated that each background investigation would take 30 hours at a rate of \$80 per hour and not to exceed 40 billable hours with no more than \$200 for administrative fees and web-based searches. The City of Muskegon Police Department estimates that no more than 8 background checks will be needed for potential City of Muskegon employees by June 30, 2025.

STAFF RECOMMENDATION: I move to award the Background Investigations Services contract to Fias Investigations, LLC to provide pre-employment background checks for the City of Muskegon.

O. Sprint Cellular Antenna Lease Renewal Public Works

Staff requests authorization to enter into a 10 year lease renewal agreement with up to 20 years of extension options with SprintCom, LLC for space on and near the Nims water tower for a cellular antenna and related equipment. Commission authorized Maralat, LLC, a cellular antenna industry consultant, to enter into negotiations on the City's behalf with Sprint for renewal of their lease on the Nims water tower. Staff, legal counsel and Maralat have been working with Sprint to finalize the terms of a lease extension and have reached an agreement as presented in the lease agreement. The table below summarizes the terms in both the prior lease and this proposed extension.

Component	Prior Lease	Proposed Renewal
Rental Rate (Monthly)	\$2,874.64	\$3,250
Annual Escalation	3%	3%
Commencement Date	N/A	September, 2024
Expiration Date (With Extensions)	November 13, 2025	November 12, 2055
Termination Fee (Initial 10-Year Term)	None	100% of Rent

Equipment Upgrade Fee	None	\$325 per Month Per New Antenna
Administrative Signing Bonus	None	\$7,500

STAFF RECOMMENDATION: Authorize staff to enter into a 10 year lease renewal agreement with up to 20 years of extension options with SprintCom, LLC for space on and near the Nims water tower for a cellular antenna and related equipment.

P. Rezoning of 1095 3rd St from B-2 to FBC, NC. Planning (REQUIRES SECOND READING)

Staff initiated request to rezone a portion of 1095 3rd Street from Convenience Comparison Business (B-2), to Form Based Code, Neighborhood Core. The City of Muskegon recently sold the former "Catholic Charities" property at the corner of 3rd/Houston. The developer plans to rehab the existing building into apartments and to also add additional residential units, such as rowhouses, on the vacant portion of land along Houston Ave. The portion of the property that contains the existing building is zoned Form Based Code, Mainstreet. Staff is proposing to rezone the current B-2 portion of the property to Form Based Code, Neighborhood Core. Staff believes this zoning designation would allow the most flexibility for different types of housing units, as the addition is still being designed.

The Planning Commission unanimously voted (7-0, 2 absent) to recommend approval of the rezoning.

STAFF RECOMMENDATION: I move to approve the request to rezone the property at 1095 3rd St from B-2, Convenience and Comparison Business to Form Based Code, Neighborhood Core.

W. Lumberjacks Eight Amendment - Assignment Manager's Office

The Muskegon Lumberjacks are requesting an amendment be adopted regarding the circumstances in which their Shared Use Agreement could be assigned to a third party.

In light of the significant improvements the Lumberjacks have made to Trinity Health Arena, they are requesting that specific circumstances be detailed as to when their Participation Agreement could be assigned to a third party, which would be a financial default on the part of the Lumberjacks. This is being requested now because of the team's new ownership and their desire to insulate their investment in Muskegon.

STAFF RECOMMENDATION: To approve the Eight Amendment to the Muskegon Lumberjack's Shared Use Agreement and authorize the Clerk and Mayor to sign.

X. EGLE Grant Development Agreement, City of Muskegon and Muskegon

Limited Dividend Housing Association, Lofts of Muskegon, 122 W. Muskegon Ave. Economic Development **ITEM REMOVED FROM AGENDA**

Motion by Commissioner Kilgo, second by Vice Mayor St.Clair, to adopt the Consent Agenda as presented minus items B, H, J, Q, R, S, T, U, and V.

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

MOTION PASSES

2024-97 ITEMS REMOVED FROM THE CONSENT AGENDA

B. Beach Parking Pass Price Adjustments Manager's Office

Staff is requesting updated pricing for beach parking passes. After reviewing data on attendance and passes sold, the Parking Committee is recommending changes to the pay structure for beach parking passes. Placer.ai data indicates that Tuesdays and Wednesdays are the days when attendance is lowest, and on Wednesdays attendees are more likely to be local. Our beaches remain very popular on the weekends when daily fees are higher. In an effort to spread attendance across all weekdays, we recommend the following price structure.

Monday, Tuesday, Thursday daily pass - \$10

Wednesday daily pass - FREE

Friday through Sunday daily pass - \$20

Season pass - \$40

Ticket fees will be adjusted separately once price changes are finalized.

STAFF RECOMMENDATION: To approve the beach parking pass prices as presented.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to approve the beach parking pass prices as presented.

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

MOTION PASSES

H. Taste of Muskegon Transition Agreement - LAB Events DPW- Parks

LAB Events has requested the transition of ownership of Taste of Muskegon from the City of Muskegon Parks & Recreation Department. An agreement to outline that transition is for consideration and approval.

Taste of Muskegon is entering its 19th year. Prior to becoming a City Event in 2018, the festival was part of the Downtown Muskegon Now group. Taste of Muskegon is a 2-day food and beverage festival taking place in and around

Hackley Park. Around 30 Muskegon-area restaurants and food vendors line streets where they sell sample-sized portions of their menu items for patrons to "taste" in hopes of drawing people into their businesses regularly. Expenses are between \$90,000-\$100,000 a year and revenues have generally been around \$140,000-\$150,000. Taste of Muskegon does not pay any of its committee members.

When the City started running this event, it ran out of the Clerk's office where the 1-2 Event Planners were housed at the time. The event moved with the Event Planners to Parks & Recreation in 2023 when they transferred departments. Neither of the staff members' time or salaries for organizing and executing the event are reflected in the event's budget. The Recreation Coordinators spend over 25% of their working hours planning this event. A transition would be a drastic improvement in the capacity for the Parks & Recreation department to provide recreation programs for the community. The LAB team has requested \$25,000 for seed money for this event. This request is due to the high level of standard the event has, to build up the infrastructure for the events to maintain and continue at this level and for a safety net for a rainout. The request is only for the first year and not an ongoing funding source.

The contract states that if LAB fails to produce the event the City of Muskegon would be reimbursed at a rate of \$12,500 per year for the first 2 years and all assets would be surrendered. A budget amendment will be needed to reflect a reduced budget for Taste this FY, as the DDA had \$90,000 budgeted and only \$25,000 is necessary. The requested funding would be from Taste of Muskegon profits that DDA holds and not out of the City operations budget.

STAFF RECOMMENDATION: Authorize staff to enter into the agreement with LAB events for the rights to Taste of Muskegon.

Motion by Commissioner Kochin, second by Commissioner German, to authorize staff to enter into the agreement with LAB events for the rights to Taste of Muskegon.

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

MOTION PASSES

J. Amendment to the Professional Services Agreement between SAFEBuilt Michigan, LLC Public Safety

The Director of Public Safety requests a one-year extension of the Professional Service Agreement between the City of Muskegon and SAFEBuilt Michigan, LLC to provide building and inspection services.

The current Professional Services Agreement between the City of Muskegon and SAFEBuilt Michigan, LLC began December 1, 2016, and ends on December 31, 2024. This amendment would include a one-year extension to the agreement,

an increase in fees recouped by the City of Muskegon from 18% to 20% and an increase in rent paid to the City of Muskegon at \$4,972.50 per month.

STAFF RECOMMENDATION: I move to authorize the amendment to the Professional Services Agreement between the City of Muskegon and SAFEBuilt Michigan, LLC ending on December 31, 2025, and authorize staff to sign.

Motion by Commissioner Kochin, second by Commissioner Kilgo, to authorize the amendment to the Professional Services Agreement between the City of Muskegon and SAFEBuilt Michigan, LLC ending on December 31, 2025, and authorize staff to sign.

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

Nays: None

MOTION PASSES

Q. Amendment to Section 404 of the zoning ordinance to remove R-2 and R-3 districts and to adjust the area and bulk requirements for R-1 districts.

SECOND READING Planning

This is a staff-initiated request to amend the zoning ordinance to allow all single-family residential lots to be considered buildable as long as they are at least 30 feet wide and 3,000 in size.

There are currently three separate single-family residential districts in the zoning ordinance; R-1, R-2, and R-3; which all allow the same uses. The main difference between these districts is how much lot width is required to be considered a buildable lot. This proposal would eliminate R-2 and R-3 districts and change the bulk and area requirements to the current R-3 standards, which requires a minimum 30-foot lot width and 3,000 sf in size. The new Maximum Lot Coverage requirements would be 70% for buildings and 20% for pavement. During the first reading, the Maximum Lot Coverage requirements were amended to include a statement that "when a lot is covered over 80% by the combination of buildings and pavement, the remaining amount of pavement allowed must be pervious." The chart in Section 404 would be removed and the Area and Bulk Requirements would be represented as they previously were in the zoning ordinance (without a chart).

The Planning Commission unanimously (6-0, 2 abstain, 1 absent) voted to approve the request as presented.

STAFF RECOMMENDATION: I move to approve the request to amend Section 404 of the zoning as presented.

Motion by Commissioner German, second by Commissioner Kilgo, to approve the request to amend Section 404 of the zoning ordinance as presented.

ROLL VOTE: Ayes: Gorman, St.Clair, Johnson, and Kilgo

Nays: German, and Kochin

MOTION PASSES

R. Amendment to Section 400 of the zoning ordinance to allow duplexes, triplexes, and accessory dwelling units as principal uses permitted in the Single-Family Residential Districts. SECOND READING Planning

This is a staff-initiated request to amend Section 400 of the zoning ordinance to allow duplexes, triplexes, and accessory dwelling units as principal uses permitted in the Single-Family Residential Districts.

Currently, single-family is the only housing option in R districts. This proposal recommends allowing duplexes, triplexes and accessory dwelling units (under certain conditions) in these districts. Duplexes would have to be on lots at least 40 feet wide. Triplexes would have to be on lots at least 50 feet wide and must have an alley in the back. Accessory Dwelling Units would have to be located behind an existing housing unit.

The Planning Commission unanimously (6-0, 2 abstain, 1 absent) voted to approve the request as presented.

STAFF RECOMMENDATION: I move to approve the amendments to Section 400 of the zoning ordinance as proposed.

Motion by Commissioner German, second by Commissioner Kochin, to approve the amendments to Section 400 of the zoning ordinance as proposed.

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

MOTION PASSES

S. Amendment to Article II of the zoning ordinance to create a definition for accessory dwelling unit. SECOND READING Planning

This is a staff-initiated request to amend Article II of the zoning ordinance to create a definition for accessory dwelling unit.

Proposed definition:

Accessory Dwelling Unit (ADU): An accessory structure typically located at the rear of a lot that provides either a small residential unit or home office space.

The Planning Commission unanimously (6-0, 2 abstain, 1 absent) voted to approve the request as presented.

STAFF RECOMMENDATION: I move to approve the request to amend Article II of the zoning ordinance as presented.

Motion by Commissioner German, second by Commissioner Kilgo, to approve the request to amend Article II of the zoning ordinance as presented.

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

MOTION PASSES

T. Amendment to Article IV of the zoning ordinance to remove R-2 and R-3 districts and rename the single-family residential district. SECOND READING Planning

This is a staff-initiated request to amend Article IV of the zoning ordinance to remove R-2 and R-3 districts and rename single-family residential districts. If the request to allow duplexes, triplexes and accessory dwelling units is approved, the name of the zoning designation should be changed to reflect the types of houses allowed. Staff proposes changing the name from "Single-Family Residential" to "Neighborhood Residential."

The Planning Commission unanimously (6-0, 2 abstain, 1 absent) voted to approve the request as presented.

STAFF RECOMMENDATION: I move to approve the request to amend Article IV of the zoning ordinance as presented.

Motion by Commissioner German, second by Commissioner Kochin, to approve the request to amend Article IV of the zoning ordinance as presented.

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

MOTION PASSES

U. Amendment to Section 2326 of the zoning ordinance to reduce the minimum number of parking spaces for single-family and multi-family dwelling units. SECOND READING Planning

This is a staff-initiated request to amend Section 2326 of the zoning ordinance to reduce the minimum number of parking spaces for single-family and multi-family dwelling units. Staff is proposing to reduce the minimum number of parking spaces required per dwelling unit from two to one.

Only one parking space per dwelling unit was required for residential uses prior to an ordinance amendment in 2002. Large apartment complexes continue to overdevelop parking lots based on the zoning ordinance's requirements. Staff had considered proposing to eliminate parking minimums altogether, as is the case in form-based code districts, but based on public feedback a reduction to one parking space per dwelling unit is being proposed instead.

The Planning Commission unanimously (6-0, 2 abstain, 1 absent) voted to approve the request as presented.

STAFF RECOMMENDATION: I move to approve the amendments to Section 2326 of the zoning ordinance as presented.

Motion by Commissioner German, second by Commissioner Kochin, to approve the amendments to Section 2326 of the zoning ordinance as presented.

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

MOTION PASSES

V. Amendment to Article XX of the zoning ordinance to allow the conversion of single-family houses into duplexes and triplexes. SECOND READING Planning

This is a staff-initiated request to make minor amendments to the design criteria in the form-based code to allow single-family houses to be converted into duplexes and triplexes, under certain conditions.

Within the form-based code districts, a few minor design requirements could prevent converting a single-family house into a duplex or triplex. the Planning Commission Excerpt depicts these changes in more detail.

The Planning Commission unanimously (6-0, 2 abstain, 1 absent) voted to approve the request as presented.

STAFF RECOMMENDATION: I move to approve the amendments to Article XX of the zoning ordinance as presented.

Motion by Commissioner German, second by Commissioner Kilgo, to approve the amendments to Article XX of the zoning ordinance as presented.

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

MOTION PASSES

2024-98 NEW BUSINESS

A. Housing Board of Appeals - Demolition of 1101 Pine St Public Safety

To concur with the Housing Board of Appeals decision to deem 1101 Pine St. a dangerous building and authorize Melching, Inc. as the lowest bidder to execute the demolition.

1101 Pine St was brought to the attention of staff in February 2024. After performing an exterior inspection, it was apparent the structure was in fact a dangerous building. Deficiencies noted in that report, from failing roof frame to failing foundation members, the greatest cause for concern being the structure had begun to cave in on itself from excessive water damage and decay in a roof valley. All appropriate notices and orders were sent to the property owner. At their September meeting, the Housing Board of Appeals recommended that the building be taken down. The building appears to be deteriorating at an increasingly fast rate, and staff have concerns that it could collapse even before the commission meeting on Nov. 26. Staff went ahead and requested

bids for the demolition, with Melching, Inc. coming in the lowest bid at \$97,000.

STAFF RECOMMENDATION: I move to approve the demolition of 1101 Pine St by Melching, Inc.

Motion by Commissioner Kilgo, second by Commissioner Kochin, to approve the demolition of 1101 Pine St by Melching, Inc.

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

Nays: None

MOTION PASSES

ANY OTHER BUSINESS

Commissioner Kochin stated the Tree Lighting Ceremony is November 30th at 6 p.m.

Mayor Johnson added that he will be presenting the Key to the City to Santa at the Tree Lighting. There is also the Glow Event happening downtown, they are encouraging people to come down at 5 p.m. for caroling, coffee and cookies. The Lakeshore Legacy Project is encouraging people to bring canned goods for donation.

Commissioner Kilgo also mentioned the Lakeshore Legacy Project and what they are doing downtown in regards to the Glow Event.

Mayor Johnson stated Lakeside is decorated, and they will have a Tree Lighting on December 7th at 5:30 p.m.

Commissioner German has received positive feedback reference the alley being paved between 5th and 6th Streets and thanked Director VanderHeide.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Public comments received.

ADJOURNMENT

The City Commission meeting adjourned at 7:55 p.m.

Respectfully Submitted,

Ann Marie Meisch, MMC City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Sale of 1221 Sanford							
Submitted by: Samantha Pulos, Code Coordinator	Department: Planning							
Brief Summary: Staff is seeking authorization to sell the vacant lot at 1221 Sanford to Kara Novak (Orangefin Properties LLC).								
Detailed Summary & Background: Kara Novak (Orangefin Properties LLC) would like to purchase the vacant build-able lot at 1221 Sanford for \$4,125 (75% of the True Cash Value of \$5,500) plus half of the closing costs and the fee to register the deed. Kara Novak (Orangefin Properties LLC) will be constructing a single-family home on the property. The County traded the City this address after selling us 1694 Pine in error, which was already part of a development agreement with Allen Edwin Homes.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Focus Area/Action Item Addressed: Create an environment that effectively attracts new residents and retains existing residents by filling existing employment gaps, attracting new and diverse businesses to the city, and expanding access to a variety of high-quality housing options in Muskegon. Diverse housing types.								
Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business								
Amount Requested: n/a	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 15%;">Yes</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">No</td> <td style="width: 15%;">☐</td> <td style="width: 15%;">N/A</td> <td style="width: 15%;">☒</td> <td style="width: 15%;">☐</td> </tr> </table>	Yes	☐	No	☐	N/A	☒	☐
Yes	☐	No	☐	N/A	☒	☐		
Recommended Motion: Authorize the Code Coordinator to complete the sale of 1221 Sanford, as described in the attached purchase agreement, and to have the Mayor and Clerk sign both the purchase agreement and the deed.								

Approvals:

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

Guest(s) Invited / Presenting:

No

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (“Agreement”) is made _____, 2024 (“Effective Date”), between the **City of Muskegon**, a Michigan municipal corporation, of 933 Terrace Street, Muskegon, Michigan 49440 (“City”), and **Orangefin Properties LLC**, of 468 Pinecrest St, Holland, MI, 49424, (“Developer”), with reference to the following facts:

Background

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

B. City and Developer desire to establish the terms, covenants, and conditions upon which City will sell and Developer will purchase and develop the Project Property. Developer intends to develop on the Project Property one (1) single-family house. (the “Project”).

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

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

2. **Purchase Price.** The total purchase price for the Project Property shall be **\$4,125.00**, which shall be paid in cash or other immediately available funds at Closing (defined below) less the \$400 deposit that the Developer has paid to the City of Muskegon.

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

3. **Construction and Development Requirements.**

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

b. **Construction Details; Purchase Price Reimbursement.** Developer’s construction and development of the Project Properties shall be in substantial conformance with its plans and specifications provided to City by Developer or as otherwise agreed upon in writing between City and Developer. As referenced above, Developer shall be eligible for reimbursement of all or a portion of the purchase price for the Project Properties upon Developer’s satisfaction of the following design standards for each single-family home it constructs on the Project Properties:

Design Standard	Purchase Price Reimbursement for Parcel
Open front porch of at least 60 sq. ft.	20%
Picture or bay window	20%
Alley-loaded parcel	20%
Shutter or other acceptable window treatments	20%
Underground Sprinkling	20%

(By way of example only: If Developer completes three of the design standards listed above for the construction at the Parcel located at 1221 Sanford, Developer would be reimbursed \$2,475.00, which is 60% of the \$4,125.00 purchase price for this Parcel. If Developer completes all five design standards, Developer would be reimbursed the entire purchase price for this Parcel.)

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

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

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

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

In addition, if the Project Property revert to City, City may retain the purchase price for such Project Property free and clear of any claim of Developer or its assigns. In the event of reversion of title of the Project Property, improvements made on such Project Property shall become the property of City. In no

event shall the Project Property be in a worse condition than upon the date of Closing. These covenants and conditions shall run with the land and be recorded in the quit claim deed from City to Developer.

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

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

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

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

9. **Inspection Period.** At Developer's sole option and expense, Developer and Developer's agents may conduct inspections of each of the Project Property within thirty (30) days after the Effective Date ("Inspection Period"). Developer's inspection under this Paragraph may include, by way of example but not limitation, inspections of any existing improvements to each Parcel, other systems servicing the Parcel, zoning, and the suitability for Developer's intended purposes for each Parcel. If Developer, in Developer's reasonable discretion, is not satisfied with the results of the inspections for any reason,

Developer shall notify City in writing of Developer's prior to expiration of the 30-day Inspection Period. If Developer so notifies City, this Agreement shall be terminated and have no further force and effect. If no written objection is made by Developer within the stated period, this inspection contingency shall be deemed to be waived by Developer and the parties shall proceed to Closing in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

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

13. **Default.**

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

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

14. **Closing.**

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

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

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

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

16. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by United States first-class, registered, or certified mail, postage prepaid.

The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five (5) days after sending by first class, registered, or certified mail.

Notices shall be sent to the parties as follows:

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

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

To Developer: Kara Novak
167 S. River Ave.
Holland, MI
49423
Email: kara.novak@unitedbank4u.com

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

DEVELOPER:

CITY OF MUSKEGON

ORANGEFIN PROPERTIES LLC

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

By: _____
Name: Kara Novak
Dated: _____

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

Exhibit A

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

Legal Description: CITY OF MUSKEGON REVISED PLAT OF 1903 S 1/2 LOT 11 BLK 384

Address: 1221 SANFORD STREET, MUSKEGON, MI 49441

Parcel #: 61-24-205-384-0011-00

Price: \$4,125.00



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Resolution designating a portion of Western Avenue as "L.C. Walker Way" in honor of Louis Carlisle Walker							
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office							
Brief Summary: This resolution proposes designating a portion of Western Avenue as "L.C. Walker Way" in honor of Louis Carlisle Walker, co-founder of the Shaw-Walker Company. L.C. Walker significantly influenced Muskegon's industrial growth, economic development, and cultural life. His philanthropic efforts include contributions to the Hackley Art Gallery and the creation of the L.C. Walker Arena, integral to the city's community and entertainment landscape. The designation, covering Western Avenue between Division and Franklin Streets, adds an honorary title without changing official addresses. Signage will commemorate his contributions, symbolizing his enduring legacy in Muskegon's history and civic identity.								
Detailed Summary & Background:								
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u> 2027 GOAL 3: COMMUNITY CONNECTION - More connected and cohesive community								
Amount Requested:	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>x</td><td></td></tr></table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>x</td><td></td></tr></table>	Yes		No		N/A	x	
Yes		No		N/A	x			
Recommended Motion: To approve the resolution to designate a portion of Western Avenue as "L.C. Walker Way" in honor of Louis Carlisle Walker.								
Approvals: <table border="1"><tr><td>Immediate Division</td><td></td><td></td></tr></table>	Immediate Division			Guest(s) Invited / Presenting: No				
Immediate Division								

Head			
Information Technology			
Other Division Heads			
Communication			
Legal Review			

CITY OF MUSKEGON
RESOLUTION NO. _____

**A RESOLUTION TO DESIGNATE A PORTION OF WESTERN AVENUE
AS "L.C. WALKER WAY" IN HONOR OF LOUIS CARLISLE WALKER**

WHEREAS, Louis Carlisle (L.C.) Walker was a co-founder of the Shaw-Walker Company in Muskegon, Michigan, a business that played a pivotal role in the city's industrial and economic development, creating thousands of jobs and establishing Muskegon as a prominent manufacturing center in the 20th century; and

WHEREAS, L.C. Walker's legacy extends far beyond his business achievements, as he was a dedicated philanthropist who generously supported the civic and cultural growth of Muskegon through numerous donations, including significant contributions to the Hackley Art Gallery and funding for the L.C. Walker Arena, a cornerstone of community events, sports, and entertainment; and

WHEREAS, the City of Muskegon desires to honor the life and contributions of L.C. Walker by designating a portion of Western Avenue, between Division Street and Franklin Street, as "L.C. Walker Way," to serve as a lasting tribute to his profound impact on the city and its citizens; and

WHEREAS, this added honorary street name will serve as a reminder of Walker's enduring legacy and commitment to the growth and development of Muskegon, recognizing his role in the city's economic, social, and cultural history; and

WHEREAS, the commemorative naming of this portion of Western Avenue does not alter official addresses but adds an honorary designation to further commemorate L.C. Walker's contributions to the city;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Muskegon:

1. The portion of Western Avenue between Division Street and Franklin Street shall be designated as "L.C. Walker Way" in honor of L.C. Walker.
2. Appropriate signage reflecting this honorary street name shall be installed at the intersections of Western Avenue with Division Street and Franklin Street, ensuring visibility to residents and visitors.
3. The City Commission hereby directs city staff to coordinate with relevant departments for the successful implementation of this honorary street naming.
4. The City of Muskegon extends its deepest gratitude to L.C. Walker and his family for their ongoing contributions to the community and recognizes the lasting impact of his vision, leadership, and generosity.

Adopted this _____ day of _____, 2024

Kenneth D. Johnson, Mayor

Ann Marie Meisch, City Clerk



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: MDNR Urban & Community Forestry Grant							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Staff seeks authorization to enter into an agreement with the West Michigan Shoreline Regional Development Commission (WMSRDC) for administration of a \$225,000 MDNR forestry grant on behalf of the City.								
Detailed Summary & Background: Staff worked with WMSRDC to apply for a forestry grant that will provide a complete inventory of all publicly-owned trees within the City. The data will include location, species, condition, a photo and more. The data will be presented to the City in a software system that will integrate with DPW's asset management and GIS software, and will recommend actions that will improve the health of each tree, or will recommend removal of a tree if necessary. WMSRDC will manage the grant, and the included agreement sets up the framework for that to happen. The grant is exclusively for the City of Muskegon, however WMSRDC's environmental programs staff has more experience applying for and managing grants of this type. The grant also includes a limited amount of tree removals and plantings, which City staff will perform in concert with WMSRDC's management. The City's staff and equipment time (worth \$43,500) is the only match necessary, which will be accommodated within the department's budget.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Enhanced Parks and Recreation Department and Services, Decrease infrastructure burden on residents Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life								
Amount Requested: \$225,000 (\$43,500 in City services, \$181,500 grant dollars)	Budgeted Item: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Fund(s) or Account(s): 101-771 (Forestry)	Budget Amendment Needed: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 12.5%;">Yes</td> <td style="width: 12.5%;">X</td> <td style="width: 12.5%;">No</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">N/A</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Recommended Motion: Authorize staff to enter into an agreement with the West Michigan Shoreline Regional Development								

Commission (WMSRDC) for administration of a \$225,000 MDNR forestry grant on behalf of the City.

Approvals:

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

Guest(s) Invited / Presenting:

No



CONTRACTUAL AGREEMENT

West Michigan Shoreline
Regional Development Commission
316 Morris Avenue, Suite 340
Muskegon, MI 49440

and

City of Muskegon
933 Terrace Street
Muskegon, MI 49440

WMSRDC PROJECT NAME:	<u>City of Muskegon Urban Tree Management</u>
WMSRDC PROJECT PERIOD:	<u>November 1, 2024 – July 30, 2026</u>
WMSRDC PROJECT NUMBER:	<u>750826</u>
FUNDING SOURCE:	<u>Michigan Department of Natural Resources</u> <u>Forest Resources Division</u>
GRANT NUMBER:	<u>UIRA25-19</u>
AWARDED DOLLAR AMOUNT:	<u>\$43,500.00</u>

This Agreement made and entered into this 19th day of November 2024 by and between the West Michigan Shoreline Regional Development Commission, hereinafter referred to as "COMMISSION," and the CITY OF MUSKEGON hereinafter referred to as the "CITY OF MUSKEGON" for the purpose of establishing the rights, obligations, and responsibilities of the parties with regard to provision of technical assistance services.

WITNESSETH:

WHEREAS the COMMISSION requested the CITY OF MUSKEGON to provide technical assistance services; and

WHEREAS the COMMISSION and the CITY OF MUSKEGON with regard to their respective interests as above described and as hereinafter set forth, agree that:

THE CITY OF MUSKEGON SHALL:

Provide technical assistance services identified in the attached Scope of Services.

THE COMMISSION SHALL:

Reimburse the CITY OF MUSKEGON \$43,500.00 for technical assistance services

rendered, according to the following schedule:

Within thirty (30) days of invoicing by the CITY OF MUSKEGON to the COMMISSION.
Invoices may be presented at a frequency no greater than monthly.

IT IS FURTHER AGREED THAT:

- A. In the event of a change in the Scope of Services, caused by unforeseen circumstances, which result in an increase in the costs for the \$43,500,00, the fee shall be subject to renegotiation. Any changes or increases in costs shall require written approval by BOTH PARTIES.
- B. Either party may terminate this Agreement after no less than 30 days written notice to the other party. In the event of termination, the CITY OF MUSKEGON shall be reimbursed for all eligible costs incurred in the furtherance of the above-mentioned services as of the date of such termination.
- C. The COMMISSION and the CITY OF MUSKEGON agree to adhere to the attached (Michigan Department of Natural Resources/Forest Resources Division grant contract GA_UIRA25_WMSRDC, as required by the grant funding agency).

This agreement shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the COMMISSION and for the CITY OF MUSKEGON.

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

WEST MICHIGAN SHORELINE
REGIONAL DEVELOPMENT COMMISSION

CITY OF MUSKEGON

Erin Kuhn, Executive Director

Date

Date



**FY25 URBAN & COMMUNITY FORESTRY
INFLATION REDUCTION ACT GRANT PROGRAM**

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between West Michigan Shoreline Regional Development Commission, a state unit of government in the county of Muskegon, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." Funds are appropriated from 23-DG-11094200-340, a Federal Grant from the United States Forest Service, USDA (FAL 10.727) to the DEPARTMENT to issue grants for projects in the state under the Cooperative Forestry Assistance Act of 1978 for the Urban and Community Forestry Program and approved by the Michigan Legislature.

A copy of this Federal award is included as APPENDIX B.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below and described in the IRA Urban & Community Forestry Grant application, APPENDIX A. This Agreement is subject to the terms and conditions specified herein.

Project #:	UIRA25-19		
Amount of grant:	\$225,000.00	Start Date:	October 1, 2024
Unique Entity Identifier Number			
(https://sam.gov)	Q9MEGMX4C584	End Date:	September 1, 2026

As a condition to the execution of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT within 30 days of the date the Agreement is issued, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED **E-SIGNED by Erin Kuhn**
on 2024-11-05 08:36:14 EST
By: _____
Name (Print) **Erin Kuhn**
Executive Director
Title: _____
Date: 2024-11-05 08:36:14 UTC

*Vendor Self Service: <https://www.michigan.gov/VSSLogin>.
For assistance please contact the VSS Call Center (888) 734-9749 or email SIGMA-Vendor@Michigan.gov

*SIGMA Vendor Number: CV0022933

*SIGMA Address ID: 005

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED E-SIGNED by Kevin Sayers UCF Program Manager
By: on 2024-11-05 10:52:09 EST
DNR Authorized Official and Title
2024-11-05 10:52:09 UTC
Date of Execution by DEPARTMENT

I. CONTACT INFORMATION

This Agreement shall be administered on behalf of the DEPARTMENT by the Forest Resources Division. All reports, documents, or actions required of the GRANTEE shall be submitted to the contact below.

GRANTEE CONTACT

Fallon Chabala

Name

West Michigan Shoreline Regional Development
Commission

Organization

316 Morris Ave, Suite 340

Address

Muskegon, MI 49440

City, State Zip

231-722-7878 x130

Telephone Number

fchabala@wmsrdc.org

E-mail Address

DEPARTMENT CONTACT

Kerry Gray, Urban & Community Forestry IRA Grant Specialist

Name/Title

Department of Natural Resources - Forest Resources Division

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425 Lansing, MI 48909-7952

Address

734-691-1806

Telephone Number

grayk12@michigan.gov

E-mail Address

All notices, reports, requests or other communications hereunder shall be sufficiently given when mailed or emailed and addressed as indicated in this section. The DEPARTMENT and GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

II. PROJECT SCOPE

The IRA Urban & Community Forestry Grant application (APPENDIX A) is, by this reference, made part of this Agreement. This Agreement, together with the APPENDICES, constitutes the entire Agreement between the parties.

Costs must be allowable, allocable, reasonable, and consistent with the budget identified for completing the project as described in the Deliverables and Budget Detail of this grant agreement, including modifications to APPENDIX A, which must be requested and approved in writing. Only the agreed-upon project costs incurred during the grant period are eligible for grant payment, unless otherwise approved in writing by the DEPARTMENT.

III. PROJECT PERIOD

The project and budget periods are effective from **October 1, 2024 – September 1, 2026**, as listed on page 1 of this Agreement. The GRANTEE is expected to complete the project within the project period. Requests by the GRANTEE to extend the project period must be made in writing a minimum of 30 days before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may be made only by an amendment to this Agreement.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

Grantees are required to submit progress reports every semi-annually – no later than 30 days after the end of each reporting period. The reports should summarize the progress made towards meeting project goals, outcomes, and deliverables during the reporting period. The reports are required to include the geographic location of all work completed and the type of work occurring at events/locations to meet USDA Forest Service impact reporting requirements.

All projects are required to submit before, during and after pictures that document the grant project process. These pictures should be submitted with the semi-annual grant reports. Grant report periods are as follows:

October 1 through March 31

April 1 through August 31

For the grant reporting period ending August 31 grantees are **required to submit a request for reimbursement** for any expenses incurred during the fiscal year (Oct 1 – September 30).

Final Grant Reporting. The GRANTEE must complete and submit a final narrative summary in accordance with instructions provided by the DEPARTMENT. The summary should include, but is not limited to, details on achieving the deliverables outlined in this grant agreement. **The final narrative summary is due at the same time as the final reimbursement request, no later than September 30, 2026.**

sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The GRANTEE agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

No individual shall be denied access to grant-funded facilities or activities on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.

XI. LIABILITY

The GRANTEE hereby represents that it will defend any suit brought against either party that involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands controlled by the GRANTEE connected with or affected by the project.

The GRANTEE is responsible for all claims, demands, judgments, and expenses, including attorney fees, from any and all loss, damage, or injury to person or property, or death arising under or in any manner related to the Agreement, the activities authorized by the Agreement or the use and occupancy of the premises, project area or facilities.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the GRANTEE's Board of Directors, its employees, partner agencies, or their families shall have a direct or indirect interest in any part of this Agreement that creates a substantial conflict of interest.

XIII. ANTI-LOBBYING

The GRANTEE shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action."

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the GRANTEE certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

XV. IRAN SANCTIONS ACT

By signing this Agreement, the GRANTEE is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XVI. AUDIT AND ACCESS TO RECORDS

The DEPARTMENT reserves the right to conduct a programmatic and financial audit of the project and may withhold payment until the audit is satisfactorily completed. The GRANTEE will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The GRANTEE will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the GRANTEE by the DEPARTMENT.

XVII. INSURANCE

The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

XVIII. OTHER SOURCES OF FUNDING

The GRANTEE agrees to notify the DEPARTMENT immediately if funding for the same or a substantially similar project is received and to cease all activity under this Agreement until the difference in scope between projects is identified and agreed upon by all parties.

The GRANTEE guarantees that any claims for reimbursement made to the DEPARTMENT under this Agreement must not be financed by any source other than the DEPARTMENT under the terms of this Agreement. If funding is received through any other source, the GRANTEE agrees to delete from GRANTEE's billings, or to immediately refund to the DEPARTMENT, the total amount representing such duplication of funding.

XIX. REIMBURSEMENT

The DEPARTMENT will make payment to the GRANTEE as follows:

1. The DEPARTMENT will pay the GRANTEE a total amount not to exceed the amount on page 1 of this Agreement, in accordance the Deliverables and Budget Detail in this grant agreement. Any cost overruns incurred to complete the project activities called for by this Agreement shall be the sole responsibility of the GRANTEE.
2. To be eligible for payment, the GRANTEE must submit a complete payment request to the DEPARTMENT on form(s) provided by the DEPARTMENT and have satisfied all progress reporting requirements due prior to the date of the payment request.
3. The GRANTEE is required to submit documentation of all costs incurred, including the value of match and donations made to the project. Documentation of expenditures and value of match and donations must meet written DEPARTMENT requirements as specified in the OMB guidance for the year the grant was issued or the most recent version of the OMB guidance. The DEPARTMENT reserves the right to request additional information necessary to substantiate payment.
4. The GRANTEE is responsible for providing documentation of all matching funds committed to the project. If the GRANTEE fails to meet the match obligation the DEPARTMENT may withhold or require repayment of grant funds.
5. The GRANTEE must be a registered vendor with the State of Michigan SIGMA Vendor Self Service (VSS) system to receive payments. The registration website is: <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>. All grant funds will be paid by Electronic Funds Transfer (EFT).
6. GRANTEE is required to have a Unique Entity Identifier number. Per 2 CFR 200.210 which refers to 2 CFR 25.315, appendix A, Paragraph C.2, a unique entity identifier is required for SAM registration. Currently in SAM, this is the UEI number. GRANTEE may contact the DEPARTMENT if help is needed to set this up.
7. Due to the State's year-end closing procedures, final reimbursement requests must be submitted to the DEPARTMENT no later than September 30 to allow the State to complete its accounting for that fiscal year. Any requests for reimbursement submitted after the deadline will be denied by the DEPARTMENT.

XX. CLOSEOUT

A determination of project completion, which may include a site inspection and an audit, shall be made by the DEPARTMENT after the GRANTEE has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in the Deliverables and Budget Detail in this grant agreement.

Upon issuance of final payment from the DEPARTMENT, the GRANTEE releases the DEPARTMENT of all claims against the DEPARTMENT arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the DEPARTMENT's claims against the GRANTEE. All records must be maintained for a minimum of seven years after the final payment has been issued to the GRANTEE by the DEPARTMENT.

The GRANTEE shall immediately refund to the DEPARTMENT any payments in excess of the costs allowed by this Agreement.

XXI. CANCELLATION

This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

XXII. TERMINATION

This Agreement may be terminated by the DEPARTMENT as follows:

1. Upon 30 days written notice to the GRANTEE:
 - a. If the GRANTEE fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation, or the rules promulgated thereunder, or other applicable law or rules.
 - b. If the GRANTEE knowingly and willingly presents false information to the DEPARTMENT for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the DEPARTMENT finds that the GRANTEE, or any of the GRANTEE's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the DEPARTMENT shall withhold payment for any findings under subparagraphs a through d, above and the GRANTEE will immediately cease charging to the grant and stop earning match for the project.
2. Immediately and without further liability to the DEPARTMENT if the GRANTEE, or any agent of the GRANTEE, or any agent of any subcontract is:
 - a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under state or federal antitrust statutes;
 - d. Convicted of any other criminal offense that, in the sole discretion of the DEPARTMENT, reflects on the GRANTEE's business integrity; or
 - e. Added to the federal or state Suspension and Debarment list.

If a grant is terminated, the DEPARTMENT reserves the right to require the GRANTEE to repay all or a portion of funds received under this Agreement.

Failure of the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

- a. Terminate this Agreement; and/or
- b. Withhold and/or cancel future payments to the GRANTEE under this Agreement or any other grant projects administered by DEPARTMENT until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
- c. Withhold action on all pending and future grant applications submitted by the GRANTEE and/or
- d. Require repayment of grant funds paid to GRANTEE; and/or
- f. Require specific performance of the Agreement.

XXIII. RELATIONSHIP

The GRANTEE is considered a sub-recipient in this grant agreement. The GRANTEE is to use the Federal funds to carry out the program purpose of this Federal award. During the term of this grant the GRANTEE must adhere to all applicable Federal program requirements that are listed in the award, that is included in APPENDIX B.

The approved indirect cost rate at the time of execution is **10.00%**
The GRANTEE does not have an established federally negotiated rate for Indirect charges. Therefore, the GRANTEE has elected to charge the de minimis rate of 10.00% of total direct costs (MTDC) which will be used indefinitely. The MTDC includes direct salaries and wages, applicable fringe benefits, materials, supplies, services, travel and up to the first \$25,000 of each subaward.

XXIV. INDIRECT RATE

As new NICRAs are agreed to between the GRANTEE and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, THE GRANTEE shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

UIRA25-19 West Michigan Shoreline Regional Development Commission (City of Muskegon)

(Deliverables and Budget Detail)

Grant Deliverables to be Completed:

Work with the City of Muskegon to:

- Inventory approximately 22,000 street trees (provide a copy of inventory data to DNR)
- Develop a management plan based on street tree inventory (provide copy of plan to DNR)
- Plant 30 trees
- Remove 15 trees
- Train 5 Muskegon Community College students
- Train 10 Muskegon high school students

BUDGET CATEGORIES	GRANT FUNDS AWARDED (Reimbursable)
SALARIES (Program Staff)	\$6,098.00
FRINGES (Program Staff)	\$2,936.00
SALARIES (Administrative Staff)	\$5,067.00
SALARIES (Administrative Staff)	\$2,440.00
TRAVEL	\$100.00
SUPPLIES	\$3,398.00
CONTRACTUAL & CONSULTING	\$198,500.00
INDIRECT COSTS	\$6,461.00
OTHER	
TOTAL:	\$ 225,000.00

SPECIAL CONDITIONS OF GRANT:

The grant expiration date is **September 1, 2026**. Final reimbursement request and reports are due by **September 30, 2026**.

Grant funds to be used towards reimbursement of eligible expenses associated with the a state unit of government project. Copies of **paid** invoices and receipts or time records and submission of all project deliverables (e.g. data, reports and photos) are required for reimbursement.

APPENDIX A

Michigan Department of Natural Resources – Forest Resources Division



IRA URBAN AND COMMUNITY FORESTRY GRANT PROGRAM 2024 GRANT APPLICATION

Grant program is funded by the USDA Forest Service Inflation Reduction Act Urban & Community Forestry Program – Federal Assistance Listing 10.727.

Grant Program Overview

The Michigan Department of Natural Resources (DNR) Urban and Community Forestry Inflation Reduction Act (UCF IRA) Grant Program is made possible through IRA funding provided by the USDA Forest Service's Urban and Community Forestry Program (FAL 10.727). The Federal Inflation Reduction Act of 2022 provided \$1.5 billion to the USDA Forest Service's Urban and Community Forestry Program to support initiatives that:

- provide increased and equitable access to urban tree canopy and its associated human health, environmental and economic benefits in disadvantaged communities.
- broaden community engagement in local urban forest planning, tree planting, and management activities.
- improve community and urban forest resilience to climate change, extreme heat, forest pests and diseases and storm events through best management and maintenance practices.

The **purpose of the Michigan UCF IRA Grant program** is to achieve the USDA Forest Service's IRA program priorities, listed above, and support the strategies of the [Michigan Forest Action Plan](#) by providing competitive grants for urban forestry projects that prioritize implementation based on environmental justice and equity issues in disadvantaged (underserved)¹ communities.

Tips for Applying

- Read the [Michigan DNR IRA Grant Handbook](#) thoroughly before starting application.
- Ensure the organization and project are eligible for funding. Projects must be urban forestry related and occur in, serve, or directly benefit [disadvantaged areas in Michigan](#).
- Read the entire application before completing to understand the information asked for each question.
- Include clear comments in the budget detail to justify funding request.
- Provide copies of quotes and estimates for items that will be purchased and/or contractors/consultants that will be assisting with implementation.
- Before submitting:
 - Proofread
 - Check that all application sections and fields are complete and accurate.
 - Double check budget for accuracy
 - Ensure that all necessary attachments are included with grant application in submittal.
- **APPLICATION DEADLINE: August 31, 2024**
 - Email completed application and applicable attachments to GrayK12@michigan.gov.
 - If you are unable to submit the application form electronically, please contact Kerry Gray at GrayK12@michigan.gov **no later than 1 week before the application due date** for an alternative method of submission.

Contact. For questions or assistance with project development contact Kerry Gray, IRA Grant Specialist by email at GrayK12@michigan.gov or phone at 734-691-1806.

APPLICATION DEADLINE: August 31, 2024

Email completed application and applicable supplemental information to:
GrayK12@michigan.gov

¹ The term disadvantaged communities is used by the Federal Government to describe communities that "have been historically marginalized and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, and health care." [Executive Order 14008](#) of January 27, 2021.

SECTION 1 - APPLICANT INFORMATION	
1.1 Applicant Name (Community or Organization) West Michigan Shoreline Regional Development Commission (WMSRDC)	
1.2 Type of Organization (select one): ☐ Local Unit of Government (city, town, village, county) ☐ Federally Recognized Tribal Government ☒ State Agency ☐ 501(c)(3) Non-Profit Organization ☐ Educational Institution	
1.3 Contact Person and Title (Primary Project Contact) Fallon Chabala, Environmental Program Manager	
1.4 Contact Information	
Address (including city, state, and zip code) 316 Morris Ave, Suite 340, Muskegon, MI 49440	County Muskegon
Email fchabala@wmsrdc.org	Telephone (including area code) 231-722-7878 x 130
1.5 Authorized Representative Name and Title (if different than contact person) Erin Kuhn, Executive Director	
1.6 Authorized Representative Contact Information (if different than contact person)	
Address (including city, state, and zip code) 316 Morris Ave, Suite 340, Muskegon, MI 49440	County Muskegon
Email ekuhn@wmsrdc.org	Telephone (including area code) 231-722-7878 x 180
1.7 SIGMA Vendor Number (if known*) CV0022933	
*Will be required if awarded a grant. It is recommended that applicants submit a request for a SIGMA Vendor Number during the grant application process. Sigma Vendor Self Service (VSS). For assistance contact (888)734-9749 or email: SIGMA-Vendor@Michigan.gov .	
1.8 Federal Unique Entity Identifier Number (if known*) Q9MEGMX4C584	
*Number is required if awarded a grant. It is recommended that applicants submit a request for a Unique Entity Identifier Number (https://sam.gov) during the grant application process.	
SECTION 2 – PROJECT OVERVIEW	
2.1 Project title and brief description of project (Max 600 characters). City of Muskegon Urban Tree Management The West Michigan Shoreline Regional Development Commission (WMSRDC) will partner with the City of Muskegon to provide a phased approach to urban forestry. With consideration to input provided by under-served community members, WMSRDC will competitively select a forestry consultant to conduct a detailed tree inventory and develop a tree management plan that will inform tree removal and plantings and provide a long-term management plan, leading to restored tree canopy resilience with healthy and biodiverse trees.	

2.2 Will the proposed project occur in, serve, or directly benefit disadvantaged areas of your community identified in the Michigan UCF IRA Screening Tool? ☒ Yes ☐ No
If yes, please use the Michigan UCF IRA Screening Tool to identify and provide the Census Tract Number(s) of the disadvantaged area(s) where activities will occur. (A screenshot of the area(s) highlighted in the Michigan UCF IRA Screening tool may also be provided, in addition to the numbers here, as an attachment to the application): The project will take place in the City of Muskegon, which encompasses the following census tracts: 26121000900, 26121002100, 26121000800, 26121000601, 26121004200, 26121000500, 26121000300, 26121000100, 26121000401, 26121001902, and 26121000402.
2.3 Project Category (select all that apply):
Activities in these categories may be community-wide but must be paired with an implementation activity in a disadvantaged area of the community based on the results of the data, assessment, plan and/or program. ☒ Assessment and Data ☒ Planning and Management
Activities in these categories must occur in, serve, or directly benefit disadvantaged areas of the community. ☒ Tree Planting and Establishment ☒ Tree Maintenance and Care ☐ Training and Workforce Development ☒ Outreach and Education
2.4 How many people do you anticipate will benefit as a result of this project (for example: a street tree planting could benefit all the residents in a neighborhood)? <u>38,320</u>
How did you determine the estimated number of people that will benefit from this project? The first on the ground activity within the scope of this project will be an tree inventory for the entire City of Muskegon. Although the neighboring community members and tourist who recreate in Muskegon will also benefit from this project, the population for City of Muskegon is 38,320 according to the 2020 census.
2.5 Grant Funds Requested (Grant minimum: \$10,000 / Grant Maximum: \$225,000) \$225,000
2.6 . Has your organization received a Michigan Department of Natural Resources Community Forestry Grant, Urban and Community Forestry Inflation Reduction Act Grant and/or a USDA Forest Service Urban and Community Forestry Inflation Reduction Act grant or pass through grant in the last 3 years?
☐ Yes ☒ No ☐ Don't know

SECTION 3 – PROJECT DESCRIPTION

3.1. Describe the project purpose and need. List specific activities that will be implemented and how they will benefit disadvantaged areas. (Max 3000 characters).

The project should achieve one or more of the USDA Forest Service's IRA program priorities to:

- increase, enhance, and improve access to tree canopy and its benefits.
- improve the resilience and sustainability of the urban and community forest.
- support the active participation of the community in urban forestry planning, planting, and care and support strategies of the Michigan Forest Action Plan.

For tree planting projects complete the table in question 3.1.A and see the *Guidelines for Tree Planting Projects* in the [UCF IRA Grant Handbook](#) for required information.

As detailed in the Michigan Forest Action Plan, the Cooperative Forestry Assistance Act of 1978 set the national priorities for state and private forestry programs. A phased approach to urban forestry addressed the third priority of enhancing public benefits from trees and forests. Specifically, to protect and enhance water quality, improve air quality, maintain and enhance economic benefits and values of trees, connect people to trees and engage them in environmental stewardship activities, and manage trees to mitigate and adapt to global climate change.

The City of Muskegon, an area identified as disadvantaged under the Michigan UCF IRA Screening Tool, has taken advantage of the numerous tree planting opportunities, as shown by the Tree City USA designation. However, the City has never had the funds to address implementation of a phased approach to urban forestry.

Currently the community is reluctant to give input on new tree planting locations, as they understand the priority should be the removal of trees threatening public safety. A tree inventory conducted by an outside forestry consultant will provide the unbiased data needed to determine the most dangerous trees in need of removal. A corresponding tree management plan will then categorize the most dangerous trees, and those in the most underserved neighborhoods will be prioritized. The tree management plan will also include locations for plantings of new trees at a rate of two trees planted for every one tree removed. Approximately 15 trees will be removed, and 30 trees will be planted under the life of this funding. 23 of these trees will be planted on Muskegon Public School (MPS) campus. The remaining trees funded under this project will be planted within the neighborhood of the tree removals via community input. If additional tree planting locations are needed, open sites in underserved communities that would greatly benefit from the shade and noise pollution reduction will be prioritized.

In efforts to engage the community in urban forestry planning, WMSRDC will attend neighborhood association meetings pre and post inventory efforts to update, educate, and provide feedback opportunities. To further engage the youth within the community, Muskegon Community College Forestry Program students will be given the opportunity to job shadow during all phases of the project, and MPS highschoolers will assist in the tree plantings located on MPS campus.

After the project end date, the City of Muskegon will assume the responsibilities described in the long-term maintenance plan, including the continuation of dangerous tree removal and new tree plantings, administering updates to the tree inventory data, and consistent health monitoring of all trees within the city's jurisdiction. Advancing the efforts to restore the city's tree canopy resilience with healthy and biodiverse trees.

3.1.A Required Tree Planting Information	
Total Number of Trees to be Planted	30
Tree Size (caliper in inches, container size in gallon/pot size, or tree height in feet)	10 gallon - 25 gallon containers depending on availability and species
Tree Planting Stock Type (balled & burlap, container, bare root)	Container
Proposed Tree Species and Quantity of each	2 Kentucky Coffee Tree; 3 Tuliptree; 1 Sugar Maple; 2 Red Maple; 3 Plum; 5 White Pine; 4 Norway Spruce; 4 Dogwood; 2 Crabapple; 2 Redbud; 1 American Linden; 1 Serviceberry
Tree planting will occur on:	☒ Public Property ☐ Private Property (permission required)* ☐ Both <i>*See sample agreement in UCF IRA Grant Handbook</i>
Location of tree plantings (ex: right-of-way, park, school grounds or attach a site map).	School grounds of Muskegon Public Highschool and the road right-of-way in underserved communities.
3.2 List <u>up to five</u> measurable project outcomes (for example: plant 200 trees; inventory 40,000 street trees; train 20 volunteer foresters).	
Outcome 1: Inventory of all street trees within the City of Muskegon, approximately 22,000 trees.	
Outcome 2: Develop a tree management plan, which will be updated and finalized as a long-term management plan.	
Outcome 3: Removal of 15 dangerous trees.	
Outcome 4: Plant 30 trees.	
Outcome 5: Train 5 Muskegon Community College students in the forestry program and 10 Muskegon Public School highschoolers.	

3.3 Describe the organization's capacity to complete the project. List the key personnel, including stakeholders, project partners* and potential contractors/consultants, that will be involved in the project and their roles and responsibilities (including personnel who have technical urban forestry knowledge, grant/project management experience, etc.). For example:

Name: Sally Smith

Organization: City of Tree

Title/Role: City Urban Forester

Project Responsibilities: Will oversee tree inventory and management plan consultant; conduct public engagement and outreach; and oversee implementation of tree planting using the results of the tree inventory and management plan.

Experience/Expertise: Urban forestry and arboriculture technical knowledge; community engagement leading city's volunteer urban forester program; managed the city's 2020 DNR urban and community forestry grant.

***A brief letter of commitment/permission from any listed project partner (excluding contractors/consultants not under contract) must be included with the grant application. Examples of situations where a letter of commitment/permission is needed: (1) Granting permission to conduct tree planting on public property not owned by the grantee; (2) School district providing educational assistance to implement the project.**

Name: Erin Kuhn

Organization: WMSRDC

Title: Executive Director

Project Responsibilities: Erin will provide overall project oversight to ensure compliance with all grant terms and conditions, ensure proper communications with project partners and stakeholder, and review and approval of any contracts, amendments, invoice payment requests, and grant reports.

Experience: Erin has been with the agency for more than 20 years working in the economic development and local government services programs prior to becoming the executive director in 2014.

Name: Amanda Snyder

Organization: WMSRDC

Title: Finance Manager

Project Responsibilities: Amanda will provide financial reporting, contract and work plan budget support, invoice payments, and overall financial management and oversight.

Experience: Amanda has a master's degree in Professional Accounting with twelve years of experience in financial grants management and state and federal grant reporting. Amanda joined WMSRDC joined the Commission in 2019 after working nearly a decade as an industry accountant specializing in non-profit accounting.

Name: Fallon Chabala

Organization: WMSRDC

Title: Environmental Program Manager

Project Responsibilities: Fallon is responsible for management of the WMSRDC environmental program, which includes overall project management, review of inventories, management plans, maintenance, plantings, master plans, public outreach activities, review of invoices and status reports, and grant reporting.

Experience: Fallon has nine years of experience in natural resource grant project management, plan writing, community involvement, and grant reporting.

Name: David Bailey

Organization: City of Muskegon

Title: Parks Maintenance Worker

Project Responsibilities: David will provide guidance and expertise in planning, tree removal, tree plantings, and maintenance.

Additionally, David will be responsible for the management and long-term stewardship of all trees on City of Muskegon property as outlined in the three-year maintenance plan.

Experience: David has 20 years of horticulture management experience. David is an International Society of Arboriculture Certified Arborist (#IL-5376A).

3.4 Describe the strategies and activities that have been or will be used to engage, empower and involve local community members in decision making and implementation of the grant project. (Max 2000 characters)

In 2023, WMSRDC engaged a subset of Muskegon neighborhoods for their input on tree planting locations. During these meetings it quickly became apparent that the true need from these underserved communities is the removal of trees threatening public safety. With this knowledge, WMSRDC and the City of Muskegon have set out to implement a phased approach to urban forestry.

Muskegon has a great history in taking advantage of funding to implement tree planting, as shown by the Tree City USA designation. However, the city has never had the funds to complete a tree inventory. Currently, trees are removed in response to citizen call-ins. However, due to governmental distrust, low-income communities are less likely to report tree removal needs. A tree inventory conducted by an outside forestry consultant will provide the unbiased data needed to determine the most dangerous trees in need of removal. The corresponding tree management plan will categorize the most dangerous trees, and those in the most underserved neighborhoods to be prioritized.

To continue transparent communication and empowerment in the decision-making process, WMSRDC will attend neighborhood association meetings within each jurisdiction prior to the inventory. The meetings will inform the communities on what to expect from the survey crews in their neighborhoods and affirm that their request from 2023 were heard. Then, following the inventory, WMSRDC will re-attend the association meetings to share the results, gauge approval for the proposed tree removal and planting plans, and request additional community input.

To further engage the youth within the community, Muskegon Community College Forestry Program students will be given the opportunity to job shadow the forestry consultant, the city's arborist, and WMSRDC staff during all phases of the project. Additionally, Muskegon Public Schools has provided written permission for trees to be planted on their property with the help of their highschoolers.

3.5 Outline the key activities and milestones of the project, including grant reporting dates. (Use the space below as needed).

Start Month and Year	End Month and Year	Key Activities and Milestones
October 2024	November 2024	Project announced and contracts signed with Michigan DNR
November 2024	December 2024	Sign subcontract with City of Muskegon
November 2024	December 2024	Competitively select a forestry consultant
December 2024	February 2025	Develop a QAPP for approval
January 2025	March 2025	Pre-intentory meetings with neighborhood associations
March 2025	April 2025	Develop and submit semi-annual progress report
April 2025	October 2025	Conduct a tree inventory for the City of Muskegon
August 2025	October 2025	Develop a tree management plan
September 2025	October 2025	Develop and submit semi-annual progress report
November 2025	March 2026	Post-inventory meetings with neighborhood associations
November 2025	March 2026	Dangerous tree removal
March 2026	April 2026	Develop and submit semi-annual progress report
April 2026	June 2026	Tree plantings
June 2026	August 2026	Finalization of long-term management plan
September 2026	September 2026	Complete any outstanding tree maintenance and plantings
November 2024	September 2026	Hold partner and stakeholder meetings as necessary
November 2024	September 2026	Share project updates and tree education
November 2024	September 2026	Gather photo documentation
September 2026	September 2026	Grant close out and final report

SECTION 4 - BUDGET

4.1 Complete the budget table and provide a detailed explanation of the amount requested. Attach quotes and estimates received that were used to determine project costs. No match is required for IRA grant funded projects. Review the [UCF IRA Grant Handbook](#) for descriptions of each grant category and a sample budget.

Project Title: City of Muskegon Urban Tree Management		Project Category(-ies): Assessment, Planning, Planting, Maintenance, and Outreach.
Expenditure Category	Grant Funds Requested (Dollars)	Budget Detail
SALARY PROGRAM STAFF	\$6,097.57	Fallon Chabala: 205 hours @ \$29.74/hour
FRINGE PROGRAM STAFF	\$2,935.98	48.15% fringe rate of salary cost base
SALARY ADMINISTRATIVE STAFF	\$5,067.55	See attached Forestry Grant Budget Detail spreadsheet
FRINGE ADMINISTRATIVE STAFF	\$2,440.03	48.15% fringe rate of salary cost base
TRAVEL	\$100.00	150 miles @ \$0.67/mile
SUPPLIES	\$3,397.92	See attached Forestry Grant Budget Detail spreadsheet
CONTRACTUAL & CONSULTING	\$186,500.00	See attached Forestry Grant Budget Detail spreadsheet
INDIRECT COSTS*	\$6,460.96	39.06% indirect rate per NICRA (salary + fringe cost base)
OTHER	\$12,000.00	Tree inventory software, support (2 years), and training (1 year): \$12,000
TOTAL	\$225,000.00	

***Indirect costs.**

- If the applicant has an **approved overhead/indirect rate from a cognizant federal agency, Negotiated Indirect Cost Rate Agreement or NICRA**, that rate may be used, with proof of certification, as an eligible grant expense on salaries, fringes, supplies, travel and contracts. Expenses in the "Other" category may not be used in the indirect calculation.
- If the applicant **does not have an approved NICRA**, the **10% de minimis rate** indirect cost modified total direct cost basis (MTDC) can be requested as an eligible grant expense on salaries, fringes, supplies, travel, and service contracts. Expenses in the "Other" category may not be used in the indirect calculation.

SECTION 5 – PROJECT/PROGRAM SUSTAINABILITY

5.1. Beyond the grant period, how will the proposed project/program continue to contribute to the overall Michigan UCF IRA Grant program goals (see description in Program Overview on page 1)? (Max 2000 characters)

The project team understands that the tree inventory and associated management plan will outline the need for rates of tree removal and plantings above and beyond the funds of this project. To improve upon the benefits of urban forest management activities in the disadvantaged neighborhoods after grant completion, WMSRDC will continue to work with the City of Muskegon to seek additional funding opportunities to supplement the city's annual urban canopy budget.

Under their annual budget, the City of Muskegon will assume the responsibilities described in the long-term maintenance plan, including the continuation of dangerous tree removal and new tree plantings, administering updates to the tree inventory data, and consistent health monitoring of all trees within the city's jurisdiction and those planted on Muskegon Public School property. These sustaining efforts will restore the city's tree canopy resilience with healthy and biodiverse trees.

Additionally, all trees planted by the City of Muskegon are chosen with neighborhood input and consideration to future climate change projections. For example, a more southern stock that is more adaptable to possible warmer conditions but is also hearty enough to sustain winter and other extreme weather conditions.

Via social media, newsletters, and press releases, WMSRDC and the City of Muskegon will provide project updates and education on the benefits urban trees provide to human mental and physical health, environmental health, and the economy through increased workforce development opportunities and green jobs. Efforts will also describe how biodiversity in an urban tree canopy can mitigate the impacts of climate change, invasive species, and extreme weather events. Educational and outreach activities will proceed past the completion of this grant and will continue to include information on how to engage in urban forestry decisions and contact information for both WMSRDC and the City.

5.2 Describe how the project team will ensure sustainability of the project/program beyond the grant period. Review the specific questions for each grant category below and incorporate, as appropriate, in response. (Max 2000 characters)

Assessment and Data: How will the data be maintained and updated to ensure it stays current?

Planning and Management: How will funding be sustained to support implementation of the plan and/or urban forest management activities after grant completion?

Tree Planting and Establishment: What strategies are or will be put into place to ensure that the DNR's Tree Maintenance Guidelines (IC4108-1) or similar industry standard guidelines are followed to ensure the long-term survival of newly planted trees?

Tree Maintenance and Care. How will funding be sustained to support the continued proactive maintenance and care of the community's public trees?

Training and Workforce Development. What partnerships or collaborations are in place or can be developed to support the continuation of the training and/or workforce development program?

Outreach and Education. How will community members continue to be engaged and empowered to participate in decision-making and implementation of tree and urban forestry related activities?

Assessment and Data: The City of Muskegon will update the inventory data throughout the year as maintenance activities occur. Said data and long-term management plan will be shared on the City's website.

Planning and Management: The project team understands that the tree inventory and associated management plan will outline the need for rates of tree removal and plantings above and beyond the funds of this project. To sustain urban forest management activities after grant completion, WMSRDC will continue to work with the City of Muskegon to seek additional funding opportunities to supplement the city's annual urban canopy budget.

Tree Planting and Establishment: The City's arborist follows the 3-year maintenance activities outlined in the DNR's Tree Maintenance Guidelines for all trees planted by the City of Muskegon. This includes the trees that will be planted on Muskegon Public School property.

Tree Maintenance and Care: The City has an annual budget for the maintenance, care, and when needed, removal of the community's public trees.

Training and Workforce Development: The opportunity for Muskegon Community College Forestry Program students to participate in tree planting and maintenance and shadow the City's arborist will continue beyond the life of this project funding.

Outreach and Education: Via social media, newsletters, and press releases, WMSRDC and the City of Muskegon will provide project updates and education on the benefits urban trees provide to human mental and physical health, environmental health, and the economy through increased workforce development opportunities and green jobs. Efforts will also describe how biodiversity in an urban tree canopy can mitigate the impacts of climate change, invasive species, and extreme weather events. Outreach will proceed past the completion of this grant and will always include information on how to engage in urban forestry decisions and contact information for both WMSRDC and the City.

SECTION 6 – AUTHORIZATION/SIGNATURE

If you are not the landowner where the project will occur, do you have landowner written permission (if applicable)?

☒ Yes, provide copy ☐ No (copy is required prior to beginning) ☐ N/A

Non-Profit Organizations: Have you attached a copy of the IRS determination indicating non-profit status? ☐ Yes ☒ No

Is your organization currently debarred or suspended from participating in Federal Assistance Programs? ☐ Yes ☒ No

As designated representative of Applicant, I hereby agree to implement this project according to the application and abide by the provisions of the UCF IRA Grant Program, including compliance with all applicable federal and state laws and regulations.

Applicant's Designated Representative (Please Type/Print)

Erin Kuhn

Signature

Date

08/28/2024

Expenses	Requested Grant Funds	Matching Grant Funds
Program Personnel	6,097.57	-
Program Fringe	2,935.98	-
Admin Personnel	5,067.55	-
Admin Fringe	2,440.03	-
Overhead	6,460.96	-
Travel	100.00	-
Equipment	-	-
Supplies	3,397.92	700.00
Contractual Services	186,500.00	-
Other	12,000.00	-
TOTAL	225,000.00	700.00
	225,000.00	

Budget Detail
See Personnel Detail Tab
48.15% fringe rate (salary cost base)
See Personnel Detail Tab
48.15% fringe rate (salary cost base)
39.06% indirect rate per NICRA (salary + fringe cost base)
150 miles@ 67 cents/mile
none
Trees: \$3,051.04
T-posts: \$210.00
Mulch: \$46.88
Tree straps: \$90.00
Water bags: \$700.00 (matching funds)
Forestry contractor for inventory and maintenance plan: \$142,000
City of Muskegon Labor/Equipment for Removal & Planting: \$43,500
Tree Delivery: \$1,000
Tree inventory software, support (2 years), and training (1 year): \$12,000

max

Employee	Hourly Rate	Hours	Amount	Description
Erin Kuhn	54.28	15	814.18	Executive Director - Admin
Fallon Chabala	29.74	205	6,097.57	Environmental Program Manager - Program
Syndi Copeland	27.42	50	1,371.00	Office Manager - Admin
Amanda Snyder	44.34	65	2,882.38	Finance Manager - Admin

11,165.12 Personnel

5,376.00 Fringe

16,541.12 Personnel/Fringe Total

6,460.96 Indirect

48.15% FY24 provisional fringe rate

39.06% FY24 provisional indirect rate

Per Cost Table	
Cost	Item
2,500.00	City of Muskegon labor/equipment - removal cost per tree
200.00	City of Muskegon labor/equipment - planting cost per tree
100.00	average tree cost
25.00	cost per water bag per tree planted
7.00	cost per t-post per tree planted
6.25	cost of mulch per tree planted
1.50	cost of 2 tree straps per tree planted

Grant Narrative	
Specs	
15.00	Trees Removed
30.00	Trees Planted

3,179.50 total cost per 1 tree removed, 2 trees planted

Grant Costs		
Quantity	Costs	
15.00	37,500.00	labor for removal
30.00	6,000.00	labor for planting
30.00	3,051.04	trees
-	-	water bags
30.00	210.00	t-posts
7.50	46.88	mulch
60.00	90.00	tree straps
	1,000.00	delivery
	47,897.92	total
	47,897.92	budget
	0.00	diff over/(under)

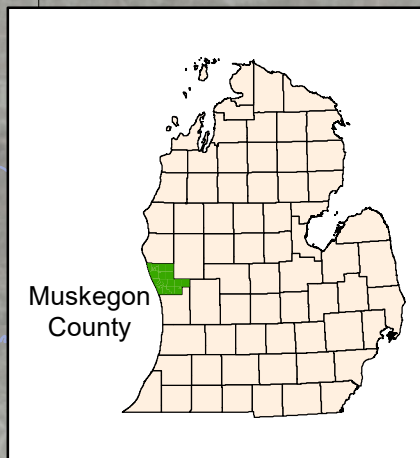
Match Costs		
Quantity	Costs	
30.00	750.00	water bags provided by WMSRDC

City of Muskegon Urban Tree Management

*Muskegon
Lake*

City of
Muskegon

LAKEMICHIGAN



August 22, 2024

Ms. Erin Kuhn, Executive Director
West Michigan Shoreline Regional Development Commission
316 Morris Avenue, Suite 340
Muskegon, MI 49440

Dear Ms. Kuhn,

Thank you for the opportunity to share our support for the West Michigan Shoreline Regional Development Commission's (WMSRDC) application for the Michigan Department of Natural Resources' Urban and Community Forestry Inflation Reduction Act Grant Program, *City of Muskegon Urban Tree Management*.

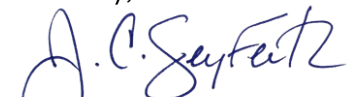
Muskegon is the largest city on the eastern shore of Lake Michigan and is known for our valuable oaks and other mature trees stemming from the City's long history with forestry and the lumber industry. Muskegon has been a Tree City for more than 20 years and has four staff members dedicated to full-time tree maintenance and planting.

The City of Muskegon fully supports the phased approach to urban forestry with consideration to input provided by under-served community members. A detailed tree inventory and tree management plan that will inform tree removal and plantings and provide a long-term management plan, leading to restored tree canopy resilience with healthy and biodiverse trees.

Following the life of this grant, the City of Muskegon will assume the responsibilities described in the long-term maintenance plan, including the continuation of dangerous tree removal and new tree plantings, administering updates to the tree inventory data, and consistent health monitoring of all trees within the city's jurisdiction and those planted on Muskegon Public School property.

WMSRDC has a long history of restoration and community engagement including large-scale urban forestry efforts across West Michigan. We trust WMSRDC's longstanding reputation of implementing quality solutions to multifaceted problems and appreciate your full consideration of WMSRDC's 2024 application.

Sincerely,



Jonathan C Seyferth, ICMA-CM
City Manager

August 28, 2024

Ms. Erin Kuhn, Executive Director
West Michigan Shoreline Regional Development Commission
316 Morris Avenue, Suite 340
Muskegon, MI 49440

Dear Ms. Kuhn,

Thank you for the opportunity to share our support for the West Michigan Shoreline Regional Development Commission's (WMSRDC) application for the Michigan Department of Natural Resources' (MDNR) Urban and Community Forestry Inflation Reduction Act Grant Program, City of Muskegon Urban Tree Management.

Muskegon Public Schools (MPS) fully supports the phased approach to urban forestry with consideration to input provided by under-served community members. A detailed tree inventory and tree management plan that will inform tree removal and plantings and provide a long-term management plan, leading to restored tree canopy resilience with healthy and biodiverse trees.

Muskegon Public Schools grants to the City of Muskegon, WMSRDC, and Muskegon Community College students' permission to enter 1458 5th St, Muskegon, MI 49441 for the purpose of planting trees with MPS highschoolers and in connection with the MDNR's Urban and Community Forestry Inflation Reduction Act Grant program.

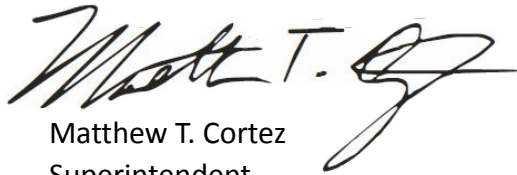
Purchase and planting of the trees shall be at no cost to MPS. MPS grants the City of Muskegon further access to the property to properly establish the trees planted through necessary watering, mulching, and pruning for three years from the date of planting in accordance with the attached Michigan Department of Natural Resources Tree Maintenance Guidelines for Newly Planted Trees (IC-4108-1).

MPS agrees and acknowledges that any trees planted under Urban and Community Forestry Inflation Reduction Act Grant program funding shall be the property of MPS and MPS shall be responsible for all costs related to tree maintenance and care, past the three-year care provided by the City of Muskegon, including removal, when it becomes necessary.

The species and location of trees to be planted shall be mutually agreed upon by the MSP and the City of Muskegon before planting.

WMSRDC and the City of Muskegon have a long history of restoration and community engagement including large-scale urban forestry efforts. We trust their longstanding reputation for implementing quality solutions to multifaceted problems and appreciate your full consideration of WMSRDC's 2024 application.

Sincerely,



Matthew T. Cortez
Superintendent

MICHIGAN STATE UNIVERSITY

August 22, 2024

Ms. Erin Kuhn, Executive Director
West Michigan Shoreline Regional Development Commission
316 Morris Avenue, Suite 340
Muskegon, MI 49440

Dear Ms. Kuhn,

Thank you for the opportunity to share our support for the West Michigan Shoreline Regional Development Commission's (WMSRDC) application for the Michigan Department of Natural Resources' Urban and Community Forestry Inflation Reduction Act Grant Program, City of Muskegon Urban Tree Management.

Michigan State University (MSU) and Muskegon Community College (MCC) have partnered since 2016 in a consortium agreement where students are dual enrolled to study Agriculture, Food, and Natural Resources, through the Institute of Agricultural Technology (IAT). MSU IAT and MCC launched a new program in 2019 allowing students to study Urban Forest Management.



College of Agriculture, and Natural Resources

Institute of
Agricultural
Technology

Muskegon CC Campus
221 S. Quarterline Rd,
Muskegon, MI 49442

Program Coordinator
M. Bernia, M.A.
1313C Stevenson Center

Our students are elevating their education with the Urban Forest Management program! A career readiness training program that provides students with the competency and technical skills necessary to sustainably manage complex urban forest ecosystems. Students study tree identification, selection and pruning, climbing, aerial work, tree health care and risk assessment, and crew management. In the midst of bustling cities, our program nurtures and manages the urban forest ecosystems, a vital component of urban landscapes. With a focus on sustainability, you'll learn how to create and maintain thriving green spaces right in the heart of your community.

MSU IAT at MCC fully supports the phased approach to urban forestry with consideration to input provided by under-served community members. A detailed tree inventory and tree management plan that will inform tree removal and plantings and provide a long-term management plan, leading to restored tree canopy resilience with healthy and biodiverse trees.

231-777-0576

MSU IAT at MCC is pleased to partner with WMSRDC and the City of Muskegon to present students with the opportunity to participate in tree planting and maintenance activities. As well as the opportunity to shadow the forestry consultant, the city's arborist, and WMSRDC staff during tree inventories, tree management planning, community engagement, and tree removal and planting activities.

WMSRDC and the City of Muskegon have a long history of restoration and community engagement including large-scale urban forestry efforts. We trust their longstanding reputation for implementing quality solutions to multifaceted problems and appreciate your full consideration of WMSRDC's 2024 application.

Thank you,

Yours in Agriculture,

Matthew S. Bernia, M.A.

Program Coordinator

Michigan State University

Institute of Agricultural Technology

Muskegon Community College



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

State and Local Governments Indirect Cost Negotiation Agreement

EIN: 38-1957127

Date: 11/20/2023

Organization:

West Michigan Shoreline Regional Development Commission
316 Morris Avenue, Suite 340
Muskegon, MI 49440

Report Number: 2024-0018

Filing Ref.:

Last Negotiation Agreement
dated: 12/20/2022

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR Part 200 applies subject to the limitations in Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in applicable regulations.

Section I: Rate

Start Date	End Date	Rate Type	Rate Details				
10/01/2021	09/30/2022	Final	Name	Rate	Base	Location	Applicable To
			Indirect	35.77 %	(A)	All	All Programs
10/01/2023	09/30/2024	Provisional	Name	Rate	Base	Location	Applicable To
			Indirect	39.06 %	(A)	All	All Programs

(A) Base: Total direct salaries and wages, including fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages and related fringe benefits should be summed and multiplied by the rate. All other program costs should be eliminated from the calculation.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Treatment of paid absences: Vacation, holiday, sick leave, and other paid absences are included in salaries and wages and are claimed on grants, contracts, and other agreements as part of the normal cost for the salaries and wages. Separate claims for the costs of these paid absences are not made.

Section II: General

- A. **Limitations:** Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).
- B. **Audit:** All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.
- C. **Changes:** The rate(s) contained in this agreement are based on the accounting system in effect at the time the proposal was submitted. Changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement may require the prior approval of the cognizant agency. Failure to obtain such approval may result in subsequent audit disallowance.
- D. **Rate Type:**
1. **Fixed Carryforward Rate:** The fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
 2. **Provisional/Final Rate:** Within six (6) months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
 3. **Predetermined Rate:** A predetermined rate is an indirect cost rate applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.
- E. **Rate Extension:** Only final and predetermined rates may be eligible for consideration of rate extensions. Requests for rate extensions of a current rate will be reviewed on a case-by-case basis. If an extension is granted, the non-Federal entity may not request a rate review until the extension period ends. In the last year of a rate extension period, the non-Federal entity must submit a new rate proposal for the next fiscal period.
- F. **Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- G. **Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- H. **Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.
- I. **Use of Other Rates:** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the

Section II: General (continued)

affected programs, and the approved rate(s) should be used to identify the maximum amount of indirect cost allocable to these programs.

- J. **Central Service Costs:** If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.
- K. **Other:**
1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.
 2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s) if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
 3. Indirect cost proposals must be developed (and, when required, submitted) within six (6) months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs

Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the State and Local Governments

West Michigan Shoreline Regional Development
Commission

DocuSigned by:
Erin Kuhn
193AAEDA4D38453...

Signature

Erin Kuhn
Name:

Executive Director
Title:

11/28/2023
Date

By the Cognizant Federal Government Agency

US Department of Commerce - EDA

DocuSigned by:
Craig Wills
B47DB1F4A5DB4BF...

Signature

Craig Wills
Name:
Division Chief
Indirect Cost & Contract Audit Division
Interior Business Center
Title:

11/21/2023
Date

Negotiated by: Stacy Frost
Telephone: (916) 930-3815

Next Proposal Due Date: 03/31/2024

APPENDIX B

FEDERAL FINANCIAL ASSISTANCE AWARD OF DOMESTIC GRANT 23-DG-11094200-340

Between The DEPARTMENT OF NATURAL RESOURCES And The USDA, FOREST SERVICE EASTERN REGION, STATE, PRIVATE, AND TRIBAL FORESTRY

Program Title: Michigan Inflation Reduction Act Urban and Community Forestry Program

Upon execution of this document, an award to Department of Natural Resources, hereinafter referred to as "MI DNR," in the amount of **\$7,500,000**, is made under the authority of 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. Department of Natural Resources accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 5/31/23, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of This authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will be directed to disadvantaged communities., which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at sm.fs.r9spfgrants@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** MI DNR shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kevin Sayers Address: P.O. Box 30028 City, State, Zip: Lansing, MI 48909-7528 Telephone: 517-241-4632 Email: sayersk@michigan.gov	Name: Erin Olszeski Address: 525 West Allegan St. City, State, Zip: Lansing, MI 48909-7952 Telephone: 517-245-2586 Email: olszeskie@michigan.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Jill Johnson Telephone: 651-649-5253 Email: jill.johnson@usda.gov	Name: Midori C. Raymore Telephone: 414-721-1346 Email: midori.raymore@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** MI DNR shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. **ADVANCE AND/OR REIMBURSEMENT PAYMENTS – FINANCIAL ASSISTANCE.** Advance and/or Reimbursement payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match

the approved project budget when submitting each SF-270. Each SF-270 shall include the award number (23-DG-11094200-340) in Block 4. If this award has multiple projects, each project must be identified in separate columns for tracking purposes in Block 11. A final SF-270 must have a final performance report submitted prior to invoice approval.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	jill.johnson@usda.gov
FAX: 877-687-4894	
POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	

- E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **16.58%** as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between MI DNR and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, MI DNR shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- F. PRIOR WRITTEN APPROVAL. MI DNR shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **07/15/2028**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.



E-SIGNED by Scott Whitcomb
on 2023-07-26 18:36:33 EDT

2023-07-26 18:36:33 UTC

SCOTT WHITCOMB, Acting Natural Resources Deputy
Department of Natural Resources

Date

ROBERT
LUECKEL



Digitally signed by ROBERT
LUECKEL
Date: 2023.08.16 17:12:29
-05'00'

ROBERT LUECKEL, Deputy Regional Forester
State, Private, and Tribal Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.



Digitally signed by MIDORI
RAYMORE
Date: 2023.07.18 20:32:16 -05'00'

7/18/23

MIDORI C. RAYMORE
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, MI DNR may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to MI DNR for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by MI DNR or any third party.
- C. NOTICES. Any notice given by the Forest Service or MI DNR will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To MI DNR, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-

425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

MI DNR shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with MI DNR's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information:

- To prevent payment delays, all reports should be emailed to SM.FS.R9SPFgrants@usda.gov and the U.S. Forest Service Program Manager prior to their respective due dates. Please ensure the subject line of the email contains the award number (23-DG-11094200-340) and the name of report being submitted.
- The final performance report must be submitted and approved prior to approval of the final SF-270 payment request.

- G. NOTIFICATION. MI DNR shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. USE OF FOREST SERVICE INSIGNIA. In order for MI DNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify MI DNR when permission is granted.

- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of MI DNR's purchase of equipment. Equipment is defined as having a

fair market value of \$5,000 or more per unit and a useful life of over one year.
Supplies are those items that are not equipment.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. MI DNR is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

MI DNR may call on Forest Service's Office of Communication for advice regarding public notices. MI DNR is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. MI DNR shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. COPYRIGHTING. MI DNR is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by MI DNR under this award.
- Any right of copyright to which MI DNR purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. MI DNR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

O. PROGRAM INCOME – FINANCIAL ASSISTANCE.

1. MI DNR shall apply the standards set forth in this Provision to account for program income earned under the award.
2. If any program income is generated as a result of this award, the income shall be applied using the deductive alternative as described in 2 CFR 200.307; the deductive alternative is the default if no other method is selected.
3. Unless the terms and conditions of the award/agreement provide otherwise, Recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the award and they comply with 2 CFR 200.307.
5. Unless the terms and conditions of the award provide otherwise, MI DNR shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent

applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

P. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish MI DNR a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, MI DNR appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, SPF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPF, MI DNR shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPF is final.
5. The final decision by the Director, SPF does not preclude MI DNR from pursuing remedies available under the law.

Q. AWARD CLOSEOUT. MI DNR must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to MI DNR must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

R. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

S. DEBARMENT AND SUSPENSION. MI DNR shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should MI DNR or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the

exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

T. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

U. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- 3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

V. DRUG-FREE WORKPLACE.

1. MI DNR agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions MI DNR will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify MI DNR in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. MI DNR agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. MI DNR agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after MI DNR learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, MI DNR must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

W. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

X. ELIGIBLE WORKERS. MI DNR shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). MI DNR shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

Y. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

Z. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs

when driving while on official Government business or when performing any work for or on behalf of the Government.

- AA. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- BB. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

West Michigan Shoreline Regional Development Commission

PR/AWARD NUMBER OR PROJECT NAME

UIRA25-19

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Executive Director

Erin Kuhn

SIGNATURE

E-SIGNED by Erin Kuhn
on 2024-11-05 08:36:22 EST

DATE

2024-11-05 08:36:22 UTC

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals**

AD-1049

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page three before completing certification.)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.	
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	
PLACE OF PERFORMANCE (Street Address, City, County, State, Zip Code) Throughout the city of Musekgon (Muskegon County, MI, 49440-49445)	
Check ☐ if there are workplaces on file that are not identified here.	
ORGANIZATION NAME West Michigan Shoreline Regional Development Commission	PR/AWARD NUMBER OR PROJECT NAME UIRA25-19
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Executive Director Erin Kuhn	
SIGNATURE(S) E-SIGNED by Erin Kuhn on 2024-11-05 08:36:27 EST	DATE 2024-11-05 08:36:27 UTC

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
 - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
 - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Ordinance Change: Parental Responsibility Ordinance									
Submitted by: Timothy Kozal, Public Safety Director	Department: Public Safety									
Brief Summary: The City of Muskegon's Parental Responsibility Ordinance needs to change its definition of juvenile from under the age of 17 years to under the age of 18 years to follow State of Michigan law.										
Detailed Summary & Background: In 2021, in accordance with the Michigan Juvenile Justice Reform Act of 2018, the definition of juvenile changed from age 17 and under to 18 and under in MCL Section 712A.1.										
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>										
Amount Requested: N/A	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td><td></td></tr></table>	Yes		No		N/A	☒			
Yes		No		N/A	☒					
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td><td></td></tr></table>	Yes		No		N/A	☒			
Yes		No		N/A	☒					
Recommended Motion: I move to change the definition of minor in the City of Muskegon's Parental Responsibility Ordinance from any juvenile under the age of 17 to any juvenile under the age of 18.										
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Guest(s) Invited / Presenting: No
Immediate Division Head										
Information Technology										
Other Division Heads										

Communication			
Legal Review			

**City of Muskegon
Parental Responsibility Ordinance**

DIVISION 3. PARENTAL RESPONSIBILITY

Sec. 54-281. Definitions.

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Criminal acts means those acts which violate statutes of the state or the ordinances of the city.

Habitual offender means one who commits two or more criminal acts within a 12-month period.

Minor means any juvenile under the age of 17 years residing with his parents.

Parent means mother, father, legal guardian or any other adult person having the care or custody of a minor or with whom a minor may be found residing.

Sec. 54-282. Finding of fact.

The city commission finds and determines that many crimes committed by minors are a direct result of a failure on the part of the parents of such minors to exercise reasonable parental control and supervision over the activities of such minors and that some parents have allowed or encouraged their minor children to commit criminal acts or become delinquent within the meaning of the state probate code as pertains to juveniles, contrary to the best interests of the community.

Sec. 54-283. Penalty for violation of division.

Any parent, legal guardian, or person determined responsible for a minor who is found guilty of a violation of this division shall be responsible for a civil infraction.

Sec. 54-284. Notice to parent when minor arrested.

Whenever a minor shall be arrested or detained for the commission of any criminal act within the city, the parent of such minor shall be immediately notified by the police department, either by personally delivering the notice in writing, or by United States mail, advising the parent of such arrest or detention, the reasons there for and his responsibility under this division. A record of such notification shall be kept by the police department.

Sec. 54-285. Parental neglect--Prohibited.

It shall be unlawful for the parent of any minor to fail to exercise reasonable parental control and supervision of any minor, which failure results in the minor committing any criminal act, or to allow or encourage any minor to commit any criminal act or become delinquent in accordance with the probate code as it pertains to juveniles.

Sec. 54-286. Same--Presumptions and required proof.

In any prosecution for a violation of section 54-285:

- (1) The presence of property stolen by a minor upon the premises occupied by the parent shall be prima facie evidence that the parent has failed to exercise reasonable parental control over the minor.
- (2) The parent of a habitual offender shall be presumed to have failed to exercise reasonable parental control over a minor who commits subsequent criminal offenses.
- (3) Failure of the parent to report a felony or high court misdemeanor committed by the minor, of which the parent has knowledge, to the police, shall be prima facie evidence of a failure of the parent to exercise reasonable parental control.
- (4) Violation by a minor of the provisions of section 54-241 or of any other lawful curfew shall be prima facie evidence that the parent has failed to exercise reasonable parental control over the minor.
- (5) Trial or conviction of a minor for a criminal act giving rise to the charge against the parent shall not be required in order to convict the parent. Proof beyond a reasonable doubt that the minor did in fact commit the criminal act shall, however, be required in order to convict the parent.



Michigan Supreme Court

State Court Administrative Office

Court Services Division

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone (517) 373-4835

MEMORANDUM

DATE: March 24, 2021

TO: Family Division Judges
Family Division Administrators
Circuit Court Administrators

FROM: Tanya Morrow, Management Analyst

RE: Public Act 389 of 2020 (SB 700)
Detainment of Status Offenders Who Violate a Valid Court Order

Part of the Juvenile Justice Reform Act of 2018¹ requires the state's Juvenile Justice and Delinquency Plans be modified to provide alternatives to detention, reduce the number of children in secure detention and correctional facilities, and promote evidence-based programs and practices. [Public Act 389 of 2020](#) will bring the state into compliance with the requirements of the Juvenile Justice Reform Act of 2018. It amends the Juvenile Code to address the detainment of status offenders under the jurisdiction of the court who violate a valid court order. This legislation was signed into law on January 4, 2021, and is effective April 4, 2021. This memo is intended to provide a summary of the legislation and guidance to courts to assist with successful implementation.

[MCL 712A.1](#) amends the definition of juvenile to a person less than 18 years of age. This provides for the change in age from 17 years of age to 18 years of age effective October 1, 2021. Additionally, the amendments define the terms "public agency" and "secured facility".

[MCL 712A.15](#) amends the definition of the term "petition" to include a petition or supplemental petition for violation of valid court order for status offenders.

MCL 712A.15(2) removes juveniles who have run away from the list of children who may be taken into custody pending a hearing. Further, it adds status offenders who violate a valid court order to the list of children who can be detained pending a hearing.

MCL 712A.15(3) provides that, if a juvenile is taken into custody for violating a valid court order, as a status offender and is detained in a secure facility, the petitioner shall ensure that an

¹ [Juvenile Justice Reform Act of 2018](#)

appropriately trained, licensed, or certified mental health or substance abuse professional interviews the juvenile in person within 24 hours to assess their immediate mental health and substance abuse needs. The assessment may be completed upon filing the petition, prior to any order for placement in a secure facility. The law does not require the use of a specific assessment tool; however, the Department of Health and Human Services (DHHS) recommends using CAFAS.² If the assessment occurs while the juvenile is in secure detention, the cost of the assessment is reimbursable under the Child Care Fund (CCF). If the assessment occurs before the juvenile's placement in secure detention, it may³ be reimbursed under the CCF.

The petitioner must provide the assessment to the court within 48 hours of the placement, and the court must conduct a hearing to determine if there is reasonable cause to believe that the juvenile violated the court order and to determine their appropriate placement pending the alleged violation.

[MCL 712A.18](#) provides additional procedures for courts to follow when a status offender who has violated a valid court order is detained. The addition of MCL 712A.18(k) adds a requirement for the court to include specific findings and language in a court order, if the court finds that a juvenile status offender has violated a valid court order and orders the juvenile placed in secure detention. In that case, the court order must include all of the following:

- The specific court order the juvenile violated;
- The factual basis for determining that the juvenile violated the court order;
- The court's findings of fact to support a determination that there is no appropriate, less restrictive alternative placement available considering the juvenile's best interest;
- The length of time the juvenile may remain in the secure facility shall not exceed seven days;
- The plan for the juvenile's release from the facility; and
- A statement that the order cannot be renewed or extended.

The addition of MCL 712A.18(l) requires that upon a juvenile status offender's second or subsequent violation of a court order, the court must find both of the following have occurred:

- The juvenile violated a court order after the date the court issued the first order under subdivision (k); and
- The court has procedures in place to ensure that a juvenile held in a secure facility is not in custody more than seven days or the length of time authorized by the court, whichever is shorter.

The State Court Administrative Office is working to address needed amendments to court rules, procedures, and forms.

² [Functional Assessment Systems : Child And Adolescent Functional Assessment Scale - CAFAS \(fasoutcomes.com\)](#)

³ If the assessment is ordered and the youth is not placed in a secured detention facility, the assessment would only be reimbursable through the Child Care Fund if 1) the youth was already involved in an intensive In Home Care program that budgeted for assessments; OR 2) the youth was placed in a community-based Juvenile Justice out-of-home care placement, as the assessment could be reimbursed as a non-scheduled payment. These options are applicable only in the event that no other fund source (Medicaid, private insurance, etc.) is available and the assessment is not ordered as a competency evaluation. Contact DHHS for additional details regarding eligibility.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024		Title: Cost of Living Adjustment - Non-union employees													
Submitted by: Jonathan Seyferth, City Manager		Department: Manager's Office													
Brief Summary: At the end of the calendar year management recommends an adjustment to non-union wages. Union wage adjustments are planning through their various contracts.															
Detailed Summary & Background: The administration recommends a 3.3% cost-of-living adjustment (COLA). This COLA is consistent with US Bureau of Labor Statistics (BLS) data, which shows that as of mid-November 2024 (the period for which information is most recently available), inflation was 3.3% for the Midwest region compared to a year ago (BLS report follows this memo).															
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Goal/Action Item:															
Amount Requested: \$233,437		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes	X	No		N/A							
Yes	X	No		N/A											
Fund(s) or Account(s): various		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>X</td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes		No	X	N/A							
Yes		No	X	N/A											
Recommended Motion: I move to approve the 3.3% wage increase for non-union team members effective January 1, 2025.															
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td>X</td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td>X</td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> </table>		Immediate Division Head	X		Information Technology			Other Division Heads	X		Communication			Guest(s) Invited / Presenting: No	
Immediate Division Head	X														
Information Technology															
Other Division Heads	X														
Communication															

Legal Review			
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News Release Information

24-2327-CHI
Wednesday, November 13, 2024

Contacts

Technical information:

(312) 353-1880
BLInfoChicago@bls.gov
www.bls.gov/regions/midwest

Media contact:

(312) 353-1138

Related Links

[Detroit Area Economic Summary](#)
[Historical Table Detroit CPI-U](#)
[Historical Table Detroit CPI-W](#)
[CPI chart package](#)

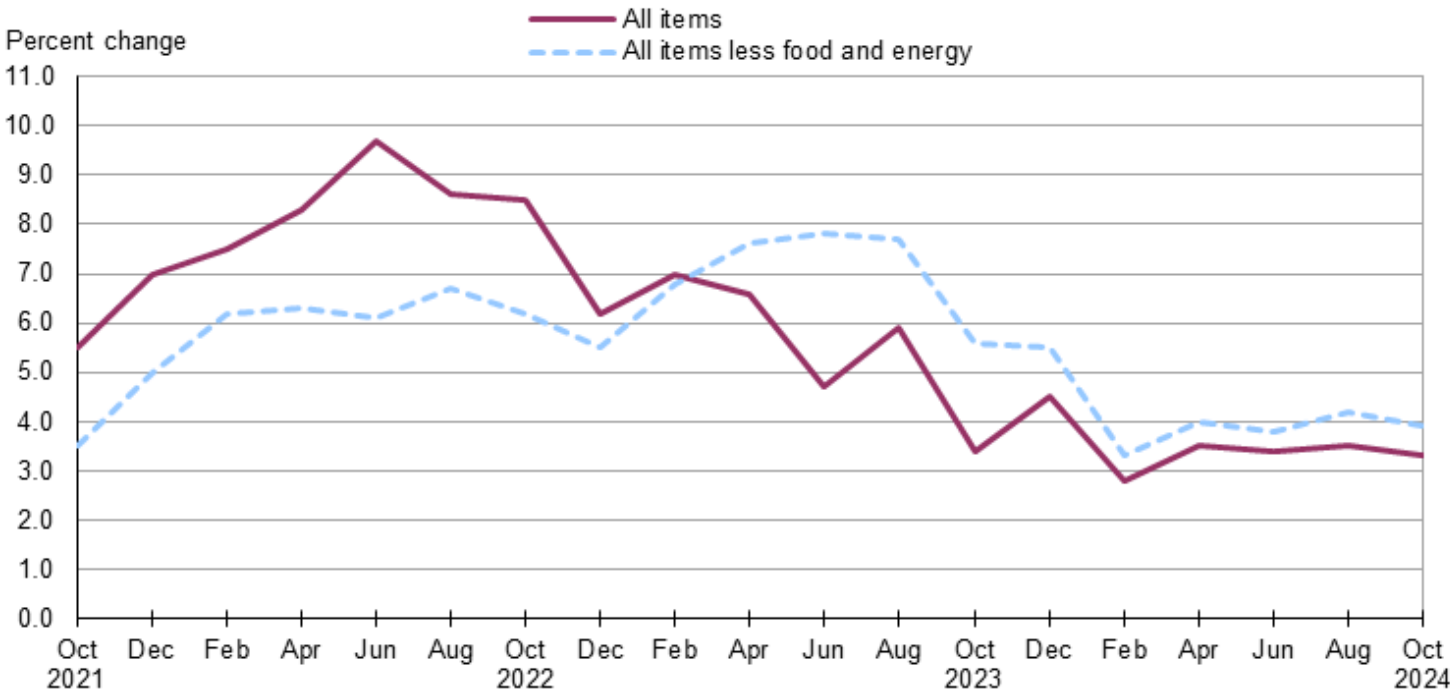
Consumer Price Index, Detroit-Warren-Dearborn area – October 2024

Area prices were down 1.5 percent over the past two months, up 3.3 percent from a year ago

Prices in the Detroit-Warren-Dearborn area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), declined 1.5 percent for the two months ending in October 2024, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Jason Palmer noted that the August-October decrease was attributed to a decline in the index for all items less food and energy. Within the all items less food and energy category, price decreases were noted for lodging away from home, recreation, and household furnishings and operations. Prices were higher for medical care and tuition, other school fees, and childcare. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 3.3 percent. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 3.9 percent over the year. Food prices rose 1.4 percent. Energy prices declined 1.1 percent, largely the result of a decrease in the price of gasoline. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Detroit-Warren-Dearborn, MI, October 2021–October 2024



Source: U.S. Bureau of Labor Statistics.
[View Chart Data](#)

Food

Food prices increased 1.2 percent for the two months ending in October. (See [table 1](#).) Prices for food at home (groceries) advanced 1.3 percent, and prices for food away from home (restaurant, cafeteria, and vending purchases) advanced 0.9 percent for the same period.

Over the year, food prices rose 1.4 percent. The food at home index advanced 0.5 percent since a year ago. Three of the six major grocery store food group indexes were higher over the year. Categories increasing included other food at home (includes sugar, sweets, fats, and oils, for example), 2.4 percent; nonalcoholic beverages and beverage materials, 3.2 percent; dairy and related products, 2.4 percent. The index for meats, poultry, fish, and eggs decreased 2.1 percent; cereals and bakery products fell 1.3 percent; and fruits and vegetables declined 1.1 percent. Prices for food away from home rose 3.1 percent.

Energy

The energy index declined 4.1 percent for the two months ending in October. The decrease was mainly due to lower prices for gasoline (-5.9 percent). Prices for utility (piped) gas service advanced 0.2 percent, while prices for electricity fell 3.3 percent for the same period.

Energy prices declined 1.1 percent over the year, largely due to lower prices for gasoline (-3.9 percent). Prices paid for electricity advanced 1.3 percent, while prices for utility (piped) gas service fell 1.8 percent during the past year.

All items less food and energy

The index for all items less food and energy declined 1.7 percent in the latest two-month period. Lower prices for lodging away from home, recreation (-1.1 percent), and household furnishings and operations (-0.9 percent) were only partially offset by higher prices for medical care (+1.6 percent) and tuition, other school fees, and childcare (+2.5 percent).

Over the year, the index for all items less food and energy advanced 3.9 percent. Components contributing to the increase included shelter (+5.7 percent), recreation (+3.0 percent), and apparel (+7.0 percent). Partly offsetting the increases was a price decrease in the new and used motor vehicles index (-0.9 percent).

Table A. Detroit-Warren-Dearborn, MI, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.5	2.6	0.6	0.8	1.1	7.5	1.9	7.0	0.2	2.8
April	-2.7	-0.8	1.7	5.4	2.5	8.3	2.1	6.6	2.8	3.5
June	1.7	0.5	1.7	5.4	3.0	9.7	1.1	4.7	1.0	3.4
August	1.9	1.8	0.5	3.9	-0.5	8.6	0.6	5.9	0.8	3.5
October	-0.3	0.5	1.2	5.5	1.1	8.5	-1.3	3.4	-1.5	3.3
December	-0.3	0.7	1.1	7.0	-1.0	6.2	0.0	4.5		

The December 2024 Consumer Price Index for the Detroit-Warren-Dearborn area is scheduled to be released on January 15, 2025.

Notice Regarding Ceasing Publication of Utility Indexes

With the publication of January 2025 data in February 2025, several indexes and average price series will be discontinued.

The following CPI **indexes** will continue to be published at the national level, but will be discontinued for all metropolitan areas, census divisions, and regional size classes:

- Electricity
- Utility (piped) gas (often referred to as natural gas)
- Energy services
- Fuels and utilities
- Household energy

The following CPI **average price series** will continue to be published at the national level, but will be discontinued for all metropolitan areas, census divisions, and regional size classes:

- Electricity per KWH
- Utility (piped) gas per therm

Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for Detroit is published bi-monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to substantially more sampling and other measurement error. As a result, local-area indexes are more volatile than the national or regional indexes. In addition, local indexes are not adjusted for seasonal influences. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Detroit-Warren-Dearborn, MI, Core Based Statistical Area** includes Lapeer, Livingston, Macomb, Oakland, St. Clair, and Wayne Counties in Michigan.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
Detroit-Warren-Dearborn, MI (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Aug. 2024	Sep. 2024	Oct. 2024	Oct. 2023	Aug. 2024	Sep. 2024
Expenditure category						
All items	297.572	-	293.116	3.3	-1.5	-
All items (1967=100)	884.509	-	871.263	-	-	-
Food and beverages	286.738	-	289.975	1.3	1.1	-
Food	287.641	-	291.091	1.4	1.2	-
Food at home	271.129	273.121	274.774	0.5	1.3	0.6
Cereals and bakery products	338.912	344.525	347.642	-1.3	2.6	0.9
Meats, poultry, fish and eggs	283.746	283.454	284.229	-2.1	0.2	0.3
Dairy and related products	209.215	210.737	214.528	2.4	2.5	1.8
Fruits and vegetables	264.582	274.111	267.504	-1.1	1.1	-2.4
Nonalcoholic beverages and beverage materials(1)	264.853	260.203	270.335	3.2	2.1	3.9
Other food at home	259.529	260.284	262.114	2.4	1.0	0.7
Food away from home	315.386	-	318.290	3.1	0.9	-
Alcoholic beverages	271.239	-	271.403	0.8	0.1	-
Housing	299.944	-	288.285	4.6	-3.9	-
Shelter	351.552	342.828	335.419	5.7	-4.6	-2.2
Rent of primary residence(2)	346.924	346.209	348.900	6.5	0.6	0.8
Owners' equiv. rent of residences(2)(3)	333.094	331.402	332.099	6.9	-0.3	0.2
Owners' equiv. rent of primary residence(2)(3)	333.094	331.402	332.099	6.9	-0.3	0.2
Fuels and utilities	330.396	-	326.015	1.1	-1.3	-
Household energy	257.160	254.654	251.807	0.4	-2.1	-1.1
Energy services(2)	259.059	256.517	253.493	0.3	-2.1	-1.2
Electricity(2)	307.151	306.628	297.074	1.3	-3.3	-3.1
Utility (piped) gas service(2)	188.111	183.129	188.451	-1.8	0.2	2.9
Household furnishings and operations	143.270	-	141.996	-0.3	-0.9	-
Apparel	109.120	-	108.834	7.0	-0.3	-
Transportation	326.602	-	325.168	1.5	-0.4	-
Private transportation	338.026	-	334.487	1.7	-1.0	-
New and used motor vehicles(4)	143.008	-	144.034	-0.9	0.7	-
Footnotes						
(1) Index on a December 1977=100 base.						
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.						
(3) Index on a December 1982=100 base.						
(4) Indexes on a December 1997=100 base.						
(5) Special index based on a substantially smaller sample.						
(6) Index on a December 1993=100 base.						
- Data not available.						
Note: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Item and Group	Indexes			Percent change from-		
	Aug. 2024	Sep. 2024	Oct. 2024	Oct. 2023	Aug. 2024	Sep. 2024
New vehicles ⁽¹⁾	258.037	-	257.355	-0.5	-0.3	-
Used cars and trucks ⁽¹⁾	375.598	-	375.918	-2.6	0.1	-
Motor fuel	315.149	298.888	296.562	-4.4	-5.9	-0.8
Gasoline (all types)	314.321	298.082	295.857	-3.9	-5.9	-0.7
Gasoline, unleaded regular ⁽⁵⁾	315.060	298.147	295.767	-4.2	-6.1	-0.8
Gasoline, unleaded midgrade ⁽⁵⁾⁽⁶⁾	387.550	370.541	369.189	-2.5	-4.7	-0.4
Gasoline, unleaded premium ⁽⁵⁾	340.981	329.464	328.438	-0.6	-3.7	-0.3
Medical care	495.863	-	503.564	-	1.6	-
Recreation ⁽⁴⁾	127.776	-	126.324	3.0	-1.1	-
Education and communication ⁽⁴⁾	162.552	-	163.242	2.8	0.4	-
Tuition, other school fees, and childcare ⁽¹⁾	1,558.567	-	1,597.316	3.7	2.5	-
Other goods and services	554.789	-	554.423	4.9	-0.1	-
Commodity and service group						
All items	297.572	-	293.116	3.3	-1.5	-
Commodities	213.898	-	213.145	0.6	-0.4	-
Commodities less food and beverages	176.994	-	174.605	0.0	-1.3	-
Nondurables less food and beverages	209.842	-	205.156	1.9	-2.2	-
Durables	134.517	-	134.396	-2.7	-0.1	-
Services	382.365	-	374.468	4.8	-2.1	-
Special aggregate indexes						
All items less medical care	290.089	-	284.875	3.4	-1.8	-
All items less shelter	279.826	-	280.161	2.1	0.1	-
Commodities less food	180.478	-	178.145	0.1	-1.3	-
Nondurables	248.438	-	247.350	1.8	-0.4	-
Nondurables less food	213.971	-	209.518	1.9	-2.1	-
Services less rent of shelter ⁽³⁾	430.050	-	432.554	4.1	0.6	-
Services less medical care services	375.833	-	366.431	5.2	-2.5	-
Energy	290.189	280.949	278.301	-1.1	-4.1	-0.9
All items less energy	302.248	-	298.353	3.6	-1.3	-
All items less food and energy	305.779	-	300.649	3.9	-1.7	-
Footnotes (1) Index on a December 1977=100 base. (2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator. (3) Index on a December 1982=100 base. (4) Indexes on a December 1997=100 base. (5) Special index based on a substantially smaller sample. (6) Index on a December 1993=100 base. - Data not available. Note: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Last Modified Date: Wednesday, November 13, 2024

U.S. BUREAU OF LABOR STATISTICS Midwest Information Office Suite 960 230 South Dearborn Street Chicago, IL 60604
Telephone:1-312-353-1880_ www.bls.gov/regions/midwest [Contact Midwest Region](#)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024		Title: Non Union Part Time & Limited Term Wage Matrix																
Submitted by: Dwana Thompson, Employee Relations Director		Department: Employee Relations																
Brief Summary: Each year we update the Part-time and Limited-term Wage Matrix for the upcoming year.																		
Detailed Summary & Background:																		
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Financial Infrastructure Goal/Action Item: 2027 Goal 4: Financial Infrastructure																		
Amount Requested:		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes	x	No		N/A										
Yes	x	No		N/A														
Fund(s) or Account(s):		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>x</td> <td>N/A</td> <td></td> <td></td> </tr> </table>		Yes		No	x	N/A										
Yes		No	x	N/A														
Recommended Motion: Approve the recommendations for the 2025 Part-time and Limited-term Wage Matrix																		
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td>x</td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>		Immediate Division Head	x		Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No	
Immediate Division Head	x																	
Information Technology																		
Other Division Heads																		
Communication																		
Legal Review																		

CITY OF MUSKEGON

2025 WAGE MATRIX FOR NON-UNION PART-TIME AND LIMITED TERM EMPLOYEES

Michigan Minimum Wage is \$ 10.56 as of January 1, 2025

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
GRADE 1	\$ 12.50	\$ 13.00	\$ 13.50	\$ 14.00			
INTERNS AGE 16-17 (Minimum wage for Employees under Age 18)							
SEASONAL YOUTH WORKERS BOYS & GIRLS CLUB & COMMUNITY ENCOMPASS							
GRADE 2	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00
ARENA CUSTODIAN							
FARMERS MARKET CUSTODIAN							
SEASONAL LEISURE SERVICE MAINTENANCE WORKER							
SEASONAL SUPERVISORS BOYS & GIRLS CLUB & COMMUNITY ENCOMPASS							
GRADE 3	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50
BUILDING FACILITY CARETAKER							
FARMERS MARKET ASSISTANT I							
SCHOOL CROSSING GUARD							
ARENA MAINTENANCE							
SOCIAL DISTRICT SEASONAL WORKER							
GRADE 4	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	
FACILITY SUPERVISOR II							
BEACH/PARK RANGERS (PUBLIC SAFETY)							
SUPERVISORY INTERN (OVER 18)							
GRADE 5	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00		
INTERNS OVER 18							
GRADE 6	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00
FACILITY SUPERVISOR I							
SEASONAL BEACH EQUIPMENT OPERATOR							
GRADE 7							
BOARD OF CANVASSERS	\$25.00 PER DIEM						
BOARD OF REVIEW	\$13.50 per hour / 4 hour minimum						
RECEIVING BOARD	\$75.00 per day						
ELECTION WORKERS (INSPECTORS)	\$15.00 per hour						
ELECTION WORKER CHAIRPERSON	\$18.00 per hour						
ELECTIONWORKER CO-CHAIRPERSON	\$17.00 per hour						
ELECTION SUPERVISOR	\$20.00 per hour						
ELECTION SPECIALISTS	\$25.00 per hour						
GRADE 8	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00	\$ 27.00	\$ 28.00	
POLICE RECRUIT							
FARMERS MARKET MANAGERS ASSISTANT							

GRADE 9A	\$	16.00	\$	16.80	\$	17.64	\$	18.52	\$	19.44	\$	20.42
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EVENT SECURITY MANAGER

GRADE 9B	\$	22.33	\$	23.45	\$	24.61	\$	25.85	\$	27.15
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PART TIME POLICE OFFICER

PART TIME PROPERTY ROOM OFFICER

STEP-2 (500 hours); STEP-3 (1000 hours); STEP-4 (1500 hours); STEP-5 (2000 hours)

GRADE 9C	\$	31.00	\$	32.00	\$	33.00	\$	34.00	\$	35.00
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PT - FIRE INSPECTOR



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Rezoning of 1095 3rd St from B-2 to FBC, NC. SECOND READING												
Submitted by: Mike Franzak, Planning Director	Department: Planning												
Brief Summary: Staff initiated request to rezone a portion of 1095 3 rd Street from Convenience Comparison Business (B-2), to Form Based Code, Neighborhood Core.													
Detailed Summary & Background: The City of Muskegon recently sold the former "Catholic Charities" property at the corner of 3 rd /Houston. The developer plans to rehab the existing building into apartments and to also add additional residential units, such as rowhouses, on the vacant portion of land along Houston Ave. The portion of the property that contains the existing building is zoned Form Based Code, Mainstreet. Staff is proposing to rezone the current B-2 portion of the property to Form Based Code, Neighborhood Core. Staff believes this zoning designation would allow the most flexibility for different types of housing units, as the addition is still being designed. The Planning Commission unanimously voted (7-0, 2 absent) to recommend approval of the rezoning.													
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Diverse housing types Progress toward completion of ongoing economic development projects Goal/Action Item: 2027 Goal 2: Economic Development Housing and Business													
Amount Requested: N/A		Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>					Yes		No		N/A	X	
Yes		No		N/A	X								
Fund(s) or Account(s): N/A		Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td>X</td> <td></td> </tr> </table>					Yes		No		N/A	X	
Yes		No		N/A	X								
Recommended Motion: I move to approve the request to rezone the property at 1095 3rd St from B-2, Convenience and Comparison Business to Form Based Code, Neighborhood Core.													
Approvals:		Guest(s) Invited / Presenting:											

Immediate Division Head	X		No
Information Technology			
Other Division Heads			
Communication			
Legal Review			

PLANNING COMMISSION PACKET EXCERPT

November 12, 2024

Hearing, Case 2024-34: Staff initiated request to rezone a portion of 1095 3rd Street from Convenience Comparison Business (B-2), to Form Based Code, Neighborhood Core.

SUMMARY

1. The City of Muskegon recently sold the former “Catholic Charities” property that is now vacant at the corner of 3rd/Houston. The developer plans to rehab the existing building into apartments and to also add additional residential units, such as rowhouses, on the vacant portion of land along Houston Ave.
2. The portion of the property that contains the existing building is zoned Form Based Code, Mainstreet.
3. Staff is proposing to rezone the current B-2 portion of the property to Form Based Code, Neighborhood Core. Staff believes this zoning designation would allow the most flexibility for different types of housing units, as the addition is still being designed.
4. Please see the enclosed zoning ordinance excerpt for FBC, NC districts.
5. Notice was sent to all parcels within 300 feet of this property. At the time of this writing, staff had not received any comments from the public.

1095 3rd St



Zoning Map



Aerial Map



CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. _____

An ordinance to amend the zoning map of the City to provide for a zone change for 1095 3rd St from Convenience and Comparison Business (B-2) to Form Based Code, Neighborhood Core (FBC, NC).

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

The zoning map of the City of Muskegon is hereby amended to change the zoning from B-2 to FBC, NC.

This ordinance adopted:

Ayes: _____

Nayes: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____

Ann Meisch, MMC

City Clerk

CERTIFICATE

(Rezoning 1095 3rd St from B-2 to FBC, NC)

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 26th day of November, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2006, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2024 _____

Ann Meisch, MMC

Clerk, City of Muskegon

Publish Notice of Adoption to be published once within ten (10) days of final adoption.

CITY OF MUSKEGON
NOTICE OF ADOPTION

Please take notice that on November 26, 2024, the City Commission of the City of Muskegon adopted an ordinance amending the zoning map to provide for the change of zoning for 1095 3rd St from B-2 to FBC, NC.

Copies of the ordinance may be viewed and purchased at reasonable cost at the Office of the City Clerk in the City Hall, 933 Terrace Street, Muskegon, Michigan, during regular business hours.

This ordinance amendment is effective ten days from the date of this publication.

Published _____, 2024

By _____

Ann Meisch, MMC

City Clerk

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

Account No. 101-80400-5354



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Beach Parking Fees Summer 2025 - Update							
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office							
Brief Summary: Staff is requesting a change to the recently approved beach parking fees.								
Detailed Summary & Background: Staff is recommending the following changes to address concerns about the newly adopted beach parking fees. The weekend (Saturday and Sunday) daily rate will be reduced from \$20 to \$15. Weekday rates (Monday, Tuesday, Thursday, and Friday) will be \$10 per day, and Wednesdays will be a free day. We will offer a special sale price for seasonal passes until Jan. 16, 2025. The special will be a buy one full-price beach pass and get another pass free. Public members are welcome to purchase as many season passes as they wish, but only up to two free passes will be provided (you must buy two full-price passes to receive two free passes)								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Enhanced Parks and Recreation Department and Services Goal/Action Item: 2027 Goal 1: Destination Community & Quality of Life								
Amount Requested: N/A	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>X</td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: To approve the modifications to the 2025 beach parking rates as recommended.								
Approvals: <table border="1"> <tr> <td>Immediate Division</td> <td>X</td> <td></td> </tr> </table>	Immediate Division	X		Guest(s) Invited / Presenting: No				
Immediate Division	X							

Head			
Information Technology			
Other Division Heads			
Communication			
Legal Review			



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Senior Municipal Funding FY25									
Submitted by: Sharonda Carson, CNS Director	Department: Community & Neighborhood Services									
Brief Summary: To approve allocations of the Municipal Senior Millage funding to city programs geared toward citizens who are 60 years of age, or older.										
Detailed Summary & Background: An allocation of \$122,780.00 from the county of Muskegon FY24 Municipal Senior Millage funding is budgeted for the following programs; Home Repairs (CNS): \$102,780.00 Senior Power of Produce: \$20,000.00										
Goal/Focus Area/Action Item Addressed: Key Focus Areas: City of Muskegon Goal/Action Item: 119										
Amount Requested:	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X			
Yes		No		N/A	X					
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X			
Yes		No		N/A	X					
Recommended Motion: To approve the budget proposed for City of Muskegon programs utilizing FY25 Municipal Senior Millage Funds from the County of Muskegon.										
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td>x</td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr></table>	Immediate Division Head	x		Information Technology			Other Division Heads			Guest(s) Invited / Presenting: No
Immediate Division Head	x									
Information Technology										
Other Division Heads										

Communication			
Legal Review			



DATE: Monday, October 28, 2024
TO: Municipalities
RE: FY25 Municipal Senior Millage Funding

Attached you will find the Allocation Summary and Distribution Table for the FY25 Municipal Senior Millage funding.

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

To accept this funding, you must present a 1-2 page plan approved by your governing entity (Council or Board) and endorsed by the jurisdictional County Commissioner(s). If your FY25 plan is a continuation of FY24 activities, note that in the email.

All correspondences and related documentation (plans, reports, requests, etc.) should be sent to:
MuskegonSeniorMillage@co.muskegon.mi.us

Thank you.

Nancy Bramer, Deputy Health Officer



Municipal Allocation Summary

The Muskegon County Board of Commissioners approved allocating up to 25% of the annual senior millage funds to local municipalities (2019-427) to coordinate and provide services, programs, and/or activities for seniors in their jurisdictions. The funding formula includes a \$3,500 base for each municipality plus a pro-rated amount based on the population of seniors in the jurisdiction. **Municipalities are encouraged to leverage funds and minimize duplication by working with categorical grantees and/or each other.**

Key points:

- 100% optional – submit an annual plan/budget to “opt in” each year.
- It does not prohibit or limit municipalities from applying for and receiving funding via the grant process.
- Municipalities must submit a 1 - 2 page plan approved by the governing entity & endorsed by the jurisdictional County Commissioner.
- Funding will follow the County fiscal year October 1, 2024 – September 30, 2025.
- Quarterly reports required (*financial and participant demographics*) – monthly reports encouraged.
- Please forward all related correspondence to: MuskegonSeniorMillage@co.muskegon.mi.us
- Advance, partial, interim and/or final allocation payments will be processed upon receipt of written request along with required/appropriate documentation.

Population to be served:

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

Correspondence:

All communications and related documentation (plans, reports, requests, etc.) should be sent to:
MuskegonSeniorMillage@co.muskegon.mi.us

MUSKEGON COUNTY SENIOR MILLAGE
FY25 Municipal Distribution Table

Municipality	FY25 Total Funding	County Commissioner(s)
Blue Lake Township	\$13,137	Cyr
Casnovia Township	\$12,037	Lahring
Casnovia Village	\$4,588	Lahring
Cedar Creek Township	\$17,091	Lahring
Dalton Township	\$34,294	Cyr
Egelston Township	\$38,406	Lahring
Fruitland Township	\$31,967	Cook, Cyr
Fruitport Charter Township	\$59,435	Hazekamp
Fruitport Village	\$8,368	Hazekamp
Holton Township	\$13,465	Lahring
Laketon Township	\$37,978	Cook
Lakewood Club Village	\$7,112	Cyr
Montague City	\$14,136	Cyr
Montague Township	\$11,024	Cyr
Moorland Township	\$8,839	Lahring
Muskegon Charter Township	\$69,686	Nash
Muskegon City	\$122,780	Hovey-Wright, Nash, Cook, Paige
Muskegon Heights City	\$36,507	Paige
North Muskegon City	\$21,902	Cook
Norton Shores City	\$113,129	Hazekamp, Paige, Hovey-Wright
Ravenna Township	\$11,638	Lahring
Ravenna Village	\$7,283	Lahring
Roosevelt Park City	\$17,434	Hovey-Wright
Sullivan Township	\$14,093	Hazekamp
White River Township	\$11,852	Cyr
Whitehall City	\$17,234	Cyr
Whitehall Township	\$12,166	Cyr
	\$767,581	



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Mutual Aid Box Alarm System						
Submitted by:	Department: Public Safety						
Brief Summary: The City of Muskegon Fire Department would like to enter into the interlocal agreement with the Muskegon County Mutual Aid Box Alarm System (MABAS) Division 3602.							
Detailed Summary & Background: As was discussed during the Legislative Policy Committee meeting on Monday, Dec. 2, the Mutual Aid Box Alarm System (MABAS) is a statewide mutual aid agreement that covers liability and authority to receive and provide mutual aid to other Fire Departments that have signed the MABAS Agreement. These department resources that come from across the state or in the neighboring community. Through mutual aid, MI-MABAS has the capability to provide emergency response locally or statewide when lives, property or the environment is threatened by man-made, technological or natural disasters or emergencies by deploying fire resources, emergency medical services, technical rescue teams, hazardous materials teams and other special rescue operations needed and requested by the host/stricken community. There are currently 13 fire departments in the Muskegon County MABAS Division 3602.							
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>							
Amount Requested: \$0	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Fund(s) or Account(s): N/A	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>☒</td></tr></table>	Yes		No		N/A	☒
Yes		No		N/A	☒		
Recommended Motion: I move to have the Mayor and the City Clerk sign the resolution for the City of Muskegon Fire Department to participate in the Muskegon County Mutual Aid Box Alarm System Division.							

Approvals:

Immediate Division Head		
Information Technology		
Other Division Heads		
Communication		
Legal Review		

Guest(s) Invited / Presenting:

No

**A RESOLUTION FOR APPROVAL OF THE CITY OF MUSKEGON FIRE
DEPARTMENT TO PARTICIPATE IN THE MUSKEGON COUNTY MUTUAL AID
BOX ALARM SYSTEM DIVISION**

RESOLUTION NUMBER: _____

WHEREAS City of Muskegon has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, hazardous incident response, and other emergency response services ("Fire Services"); and

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents"); and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common and which each might exercise separately and

WHEREAS, the City of Muskegon Fire Department desires to enter into an interlocal agreement, pursuant to the Act, to further improve Fire Services and

WHEREAS, the Mutual Aid Box Alarm System (MABAS), is a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency mutual aid response and

WHEREAS, as a result of entering into an interlocal agreement to further improve Fire Services, the Parties are creating the Muskegon County MABAS Division and

WHEREAS, City of Muskegon has the authority to execute this Agreement pursuant to resolution of its governing body; and

WHEREAS, City of Muskegon Fire Department desires to commit personnel and equipment to another Party if deemed reasonable upon the request of another Party; and

NOW, THEREFORE BE IT RESOLVED: City of Muskegon Commission finds it is the best interest of its citizens from a safety and fiscal standpoint to enter into the Interlocal Agreement creating the Muskegon County MABAS Division and agrees to appoint one member to the MABAS Executive Board.

Current Fire Departments in the Mutual Aid Box Alarm System

Blue Lake Fire
Casnovia Fire
Dalton Fire
Egelston Fire
Fruitport Fire
Holton Fire
Muskegon Heights Fire
Muskegon Township Fire
Moorland Township Fire
North Muskegon Fire
Norton Shores Fire
Ravenna Fire
White Lake Fire Authority

**BY-LAWS
MUTUAL AID BOX ALARM SYSTEM
DIVISION 3602**

Article I: Purpose

- A. To coordinate working relations and capabilities between all Fire Departments within MABAS Division 3602 and with the MABAS-MI Executive Board, for the effective and efficient provision of mutual aid. To coordinate and ensure the ability of Division 3602 member organizations to respond to identified technical emergency events beyond the capabilities of the individual member agency. To develop future capabilities as may be identified by Division 3602 that will increase the protection provided to technical, natural, and man-made emergencies that could occur in Division 3602.

Article II: Participation

- A. Membership shall be made up of Active Members:
An Active Member is a fire department with membership in MABAS Division 3602 as authorized by the MABAS-MI Executive Board.
- B. Participation shall be contingent upon the adoption of an ordinance authorizing membership in MABAS-MI, the execution of the MABAS-MI contract, and payment of such sums and under such conditions as outlined in these By-Laws which shall be established by a majority vote of the participating members of MABAS Division 3602. New participants shall be admitted upon the recommendation of a majority vote of the members of MABAS Division 3602.
- C. Current Members (as of 2-01-2014)
Active Members
 - Blue Lake Township Fire Department
 - Casnovia Township Fire Department
 - Dalton Township Fire Department
 - Egelston Township Fire Department
 - Holton Township Fire Department
 - Moorland Township Fire Department
 - Muskegon Charter Township Fire Department
 - Muskegon Heights Fire Department
 - North Muskegon Fire Department
 - Norton Shores Fire Department
 - Ravenna Township Fire Department
 - White Lake Fire Authority

Article III: Organization

A. Membership Representative

Each Active agency's Representative will be the Department's Chief or Director.

B. Meetings

1. Six (6) meetings to be held annually, approximately every two months apart. Additional meetings to be called by the President or by a majority vote of the MABAS Division 3602 Agency Representatives.
2. Where not otherwise specified in the By-Laws, "Robert's Rules of Order" shall govern the conduct of business as all MABAS Division 3602 meetings.

C. Voting

A quorum shall be a majority of the active members of the MABAS Division 3602 Agency Representatives. Each member department shall have only one vote, which can only be cast by the Agency representative, or the registered alternate, if an alternate has been designated by Article III, Section D (7).

D. Duties of Members

1. Establish operational guidelines for MABAS Division 3602.
2. Approve new members by majority vote.
3. Adopt the annual budget for MABAS Division 3602.
4. Authorize any officer or agent to enter into any contract or execute and deliver any instrument within the purpose of MABAS Division 3602 in the name of and on behalf of MABAS Division 3602.
5. Select an audit committee on an annual basis to review the records relating to the collection and distribution of all MABAS Division 3602 funds.
6. Authorize any officer or agent to sign checks or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of MABAS Division 3602.
7. Each Agency Representative may designate in writing one or more alternates who may represent the member Department in

the absence of the Agency Representative. The designation must be filed with the Secretary of the Division before recognition.

8. A President, a Vice President, a Secretary, and a Treasurer shall be elected from among the Representatives at the February meeting and such President, Vice President, Secretary and Treasurer shall serve a term of two years. Election shall be held in odd years. The persons occupying the positions of President, Vice President, Secretary, and Treasurer automatically vacate those positions upon resignation, death, or if no longer serving as the Agency Representative.
9. The President and the Vice President or designee shall represent Division 3602 to the MABAS-MI Executive Board.

E. Duties of the President

1. Shall administer the affairs of MABAS Division 3602.
2. May sign any instrument authorized by the membership to be executed.
3. Shall preside as Chairman at all meetings of the Division and perform all duties incidental to the role of President.
4. Sit as the Division Representative on the MABAS-MI Executive Board.

F. Duties of the Vice President

1. Shall have the same duties as the President when the President is absent, incapacitated or has vacated the office.
2. Shall oversee all established committees

G. Duties of the Secretary

1. Shall keep full minutes of the proceedings at all Division meetings.
2. Shall maintain all the records and correspondence of the Division and deliver same to his successor within ten days of leaving office.

H. Duties of Treasurer

1. Shall be responsible for the custody of all the assets of the Division.
2. All monies of the Division shall be deposited by the Treasurer in a chartered bank located in Muskegon County, MI.
3. Shall supervise the collection and disbursement of all funds and shall disburse such funds per the Division 3602 By-Laws.
4. The Treasurer shall be bonded when funds exceed \$10,000.00

Article IV: Property and Equipment

- A. All property and equipment acquired by Division 3602 shall be owned in common by the various jurisdictions of Division 3602, unless otherwise determined in writing by the parties. Said equipment may be borrowed by any member subject to the equipment loan policies of the Division. All installation, maintenance, and repair orders for Division 3602 equipment shall be directed through Division 3602. Any member may at any time loan property or equipment to Division 3602 for use by its members. Such property or equipment shall continue to be owned and insured by the loaning party.
- B. The purchase or acquisition of real property by or in the name of MABAS Division 3602 shall require the approval of a majority of Division 3602 Members.
- C. Upon resignation from MABAS Division 3602, expulsion or dissolution of the unit of local government, a Member shall forfeit all rights, titles and interest in any or all property owned jointly by MABAS Division 3602.

Article V: Finances

- A. The fiscal year for the Division begins each January 1st and ends each December 31st.
- B. Annual dues will be collected from each member department in an amount, which will be established each fiscal year by a vote of the membership.

Article VI: Operational Guidelines

- A. Procedures as outlined in "MABAS Division 3602 Operating Guidelines".
- B. The currently adopted Muskegon Area Fire Chiefs Association General Operating Procedures shall become part of the By-Laws by reference.

Article VII: Committees

- A. The following standing committees are established each of which will be chaired by a Chief Officer or Director appointed by the President with the consent and approval of the membership: (use as set forth by the MAFCA)
1. By-Laws
 2. Budget/Finance/Audit
 3. Dispatch & Communications
 4. Training
 5. Fire Prevention
 6. Special Response Teams
 7. Task Force
 8. Operations
- B. Ad hoc committees may be established by the President. The President will appoint the chairperson and the members of any such ad hoc committee.

Article VIII: Expulsion, Withdraw

A. Voluntary Withdraw

Any member may terminate its participation in the Division at any time provided that the member wishing to terminate its participation shall give written notice to the Board of the Division specifying the date of termination, such notice to be given at least 90 calendar days before the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail to the President of the Division.

B. Expulsion of Members

By a vote of two-thirds (2/3) of the entire membership of MABAS Division 3602, any member may be expelled for one or more of the following reasons. Such expulsion shall take effect ninety (90) days after the required vote.

1. Failure to make any payments due to MABAS Div 3602
2. Failure to carry out the obligations of a member which impairs the ability of MABAS Division 3602 to carry out its purpose or powers. No member may be expelled except after notice from Division 3602 of the alleged failure, along with a responsible opportunity of not less than thirty (30) days to cure the alleged failure. The member may request a hearing before the membership before a decision is made as to whether the expulsion shall take place. The President shall set the date for

a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Division to expel a member after notice a hearing and failure to cure the alleged defect shall be final.

Article IX: Amendments

- A. These By-Laws may be amended by the agreement of a majority of the MABAS Division 3602 Agency Representatives, provided the amendment has been recommended by a majority of the MABAS Division 3602 Representatives and submitted in writing to all members not less than fifteen (15) days prior voting date. Approved amendments may be adopted at any MABAS Division 3602 Representatives meeting.

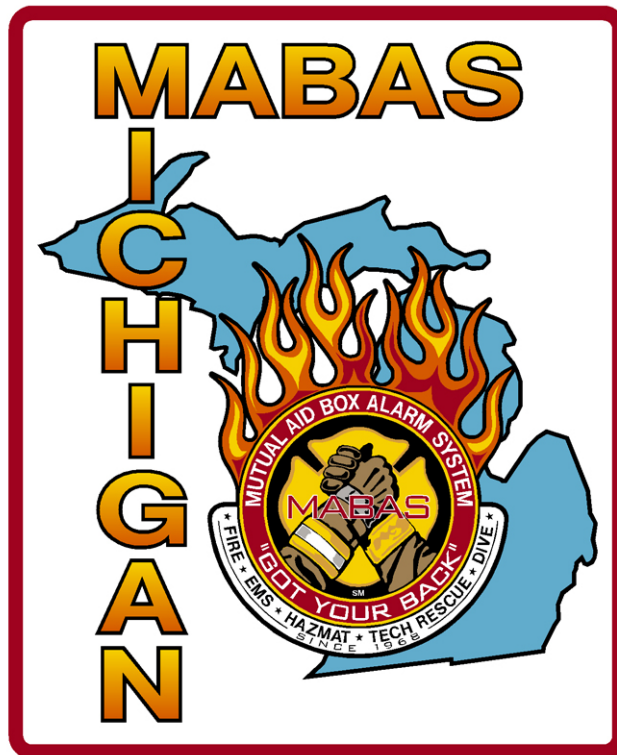
Article X: Effective Date

- A. Approved and adopted:

MABAS DIVISION 3602

STATEWIDE MUTUAL AID

DEPLOYMENT PLAN



MABAS DIVISION 3602

STATEWIDE MUTUAL AID

DEPLOYMENT PLAN

SECTION I: COMMUNICATIONS
SECTION II: DEPLOYMENT
SECTION III: TRANSPORTATION
SECTION IV: POD CHIEF JOB DESCRIPTIONS
SECTION V: APPENDIX

Operational Guidelines

Purpose: This plan describes the actions needed to communicate, deploy, respond, and demobilize personnel involved in a statewide mutual aid deployment.

Scope: This plan is limited to operations and information at the MABAS Division 3602 level and implemented for a statewide response until the deployed units have returned to the POD.

Definitions: Local FD – local fire department apparatus and personnel must respond per the Statewide flow plan and MABAS Division 3602 Statewide Response Box Cards.

MABAS Division 3602 Dispatch – Muskegon Central Dispatch is the primary dispatch.

Point of Departure (POD) – Unless otherwise specified, the pre-designated gathering location designated Norton Shores Fire Station #3 to gather personnel, apparatus, and equipment for a statewide mutual aid response for a Southern deployment, Egelston Fire Department for an Eastern deployment and Dalton Fire Department for a Northern Deployment. This will be determined by the 3602 Division Executive Director. The POD will be staffed by a designated fire chief who will serve as the POD coordinator. The POD coordinator will assign additional staff to perform POD tasks as needed.

Staffing – Staffing for Statewide deployments shall meet the minimum requirements of the MABAS policy as follows:

Ambulance – 2	Engine – 4	Truck – 4	Squad – 4
Tender – 2	Brush – 2	Haz-Mat – 10	TRT – 10

Deployment – There are 3 levels of deployments.

Scramble – 30 min. response, onsite for up to 24hrs.

Standard – enroute within 3 hrs., onsite for up to 72 hrs.

EMAC – in route within 24 hrs., onsite up to 14 days.

SECTION I: COMMUNICATIONS

1. RED Center **HVA Ann Arbor, MCC**, or the State EOC will notify MABAS Division 3602 (MCD) via telephone (CodeRed, LEIN, email) of the activation of the plan.

RED Center HVA Ann Arbor and/or MCC or the State EOC will provide:

- a. Validation security codes to Div. 3602. *DO NOT* release these codes over any radio frequency. A Muskegon County fire chief (Div Rep) will call Div. 3602 on the phone for the codes before the required fire units from Muskegon County leave the POD to travel to the stricken reception site.
- b. Information about the incident.
- c. Apparatus, personnel & equipment to send.
- d. Routing and caravan process.
- e. Reception site.

The form in **Appendix A** will assist the dispatcher in gathering the required information.

Division 3602 will page all Div 3602 Chiefs and contact the appropriate POD chief by telephone.

The form in **Appendix B** will assist the MABAS Division 3602 Dispatcher in notifying the dispatch centers with the correct information.

The MABAS Division 3602 dispatcher will track all apparatus, personnel & equipment reported by the other Dispatch centers on the form in **Appendix C**.

If the notification is by toning out, the toned message should have the department call the MABAS Div 3602 dispatch center. If the message goes out by phone or when the toned departments call in by phone, MABAS Div 3602 dispatch center will relay the information from MABAS/EOC to the Div. 3602 departments.

- a. This is an activation of the Statewide MABAS plan.
- b. Name and card number of MABAS Task Forces requested
- c. Departments, personnel, and equipment due to respond to the POD

The MABAS Div 3602 dispatch center will determine the availability of the requested apparatus, personnel, and equipment from the required departments.

The MABAS Div 3602 dispatcher will track all apparatus, personnel & equipment reported by the Div 3602 fire departments on the form in **Appendix D**.

Even if a department is not due with a resource, they should be notified by the

Dispatch center as they may be needed to assist at the POD. Specifically, Chief Officers of the non-responding departments will be required. Departments not responding need to be aware of the decrease in county assets and the status of the major incident occurring. Due to the deployment, departments may see an increase in local mutual aid requests.

- 1 Departments must acknowledge the box alarm and available resources within 20 minutes and contact Div 3602 Dispatch center via telephone.
2. RESPONDING UNITS – Units enroute to the POD and responding to the reception area *SHALL NOT* transmit on the fire frequency.

Once arriving at the reception area, a staging officer will then direct frequency assignments for operations.

**** Response to the POD for a statewide deployment is non-emergency.****

MABAS Div. 3602 Communications Flow Chart

Red Center Dispatch
Lansing Dispatch

**MABAS Div. 3602
Muskegon Central
Dispatch
(MCD)**

**Point of Departure
(POD)**
Norton Shores #2
3620 Airline
Norton Shores, MI
231-739-6597

Alpha Page all
Div. 3602
Chiefs

Requested Depts:

Contact Div Rep

Send Rep to POD

**Obtain Apparatus
and resource
availability list.**

The message should be as follows: "There has been an activation of the Statewide MABAS plan. MABAS card # --- has been requested. Departments, manpower and equipment due are to contact 3602 Div Rep. with their availability and ETA to the POD. Information is to be relayed by telephone.

4. MABAS Div. 3602 will gather the information from the individual departments and dispatch centers. When all requested apparatus, personnel & equipment are accounted for; MABAS Div. 3602 will call RED Center, or the MCC and report the information.

Should a requested resource not be available from a Primary fire department, MABAS Div. 3602 will fill the resource from the Secondary fire department list on the box card.

5. The first Muskegon County Fire Chief at the POD will establish POD COMMAND and call MABAS Div.3602 Dispatch by phone, 231-728-2311, after arriving at the POD. The POD IC will only report that the POD is activated and ready to receive information, and then the IC will hang up.

MABAS Div. 3602 dispatch will then call the designated POD and ask to speak to the POD IC. When the POD IC comes on the line, Div. 3602 dispatch will give the POD IC all the information they received from RED Center, the availability of the requested apparatus, personnel & equipment and the validation security codes.

AUTHORIZED CHIEFS – the following fire chiefs are the only authorized personnel to receive information from the MABAS division 3602 dispatch center:

REFER TO APPENDIX P FOR AUTHORIZED FIRE CHIEFS

6. The POD IC will determine the number of POD Chiefs / Staff required for the operation. Once the number of POD staff has arrived and is adequate for the operation, the remaining personnel responding to the POD may be returned.

SECTION II: DEPLOYMENT

Procedure:

Upon notification of a statewide mutual aid response per the communications plan, a designated group of fire chiefs (POD Coordinators) and local fire departments assigned to the box alarm (personnel, apparatus & equipment) will report to the POD.

POD Coordinators

The POD Coordinators will maintain a log of all activities and communications received/transmitted using the POD log form – **Appendix J**.

The POD Coordinators must ensure the Transportation Plan in Section III is implemented.

The POD Coordinators will arrange for a point of contact to be available for the entire deployment duration. This point of contact will serve as a point of contact for fire departments, deployed team members, and family members to ensure security is maintained.

POD COORDINATORS ASSIGNMENTS

The POD Chiefs will be assigned to perform the following tasks according to the procedure and job descriptions (Section IV) and fill out the associated worksheets:

Accountability Worksheet
Emergency Contact Information
Personal Equipment Check
Deployment Bag Worksheet
POD Activity Log
MABAS Communications
Directions & Maps
Staging Officer Worksheet
Money Transfers
Personnel Accountability

Appendix E
Appendix F
Appendix G
Appendix I
Appendix J
Appendix K
Appendix L
Appendix M
Appendix N
Appendix O

Personnel:

Responding personnel from each local FD shall be limited to the required certification level and staffing number as required by the MABAS Division 3602 statewide box card and MABAS policy.

Apparatus:

The type of apparatus designated by the MABAS Division 3602 statewide mutual aid box card will meet at the POD.

Arrival at Point of Departure:

- Upon arrival at the POD, members will check in for accountability. A picture ID card and PASSPORT TAGS are required.
- Members will be briefed as to the incident type and status.
- Each responding member will complete a member information form (**Appendix f**) before departure. One copy will be maintained at the POD, and one copy will travel with the team/task force leader.
- Each member, in addition to his personal gear, will be issued a personal clothing/equipment cache and/or a deployment bag.
- SECURITY: Personal gear will be searched for security reasons. Video and still cameras will not be permitted. Cell phones and pagers may be collected by the team leader and traveled with the team/task force at the team leader's discretion, in consultation with the POD Coordinator, as determined by operational needs.
- The team leader will be issued an emergency cash stipend for the responding team's operational needs. Each department will supply operating funds for its individual personnel as it deems necessary (examples include funds for fueling vehicles, food during transportation, etc.).

SECTION III: TRANSPORTATION

Procedure:

Per the communication plan, designated responders will bring selected department vehicles to the POD upon notification of a statewide mutual aid response. If available, the responder should bring the 800 MHz interoperability radio with them.

Departments whose personnel are due on the box should respond with the vehicle that is due on the response. If no personnel are due, then the department would need to bring the transport vehicle to the POD, and the responders will use the vehicle. The FD driver will be returned to their station. Fire department personnel will bring vehicles to the POD that need to be returned to their stations; the overhead team of POD Chiefs will take care of those arrangements.

Statewide Mutual Aid Boxes: MABAS Division 3602

PRIMARY PERSONNEL TRANSPORT VEHICLES

F. D.	VEHICLE TYPE	# PASSENGERS

SECTION IV

POD CHIEFS

JOB DESCRIPTIONS

POD Chiefs

Incident Commander

Location: Secured area, separate from technicians and response personnel, with telephone access.

Assigned By: The first arriving POD Chief is to assume this role.

Assignment:

- ✓ Coordinate all POD Chiefs. Provides ultimate direction to the activities of the POD assembly, preparedness, and response.
- ✓ Coordinate monitoring of radio communications and any other pertinent frequencies.
- ✓ Coordinate communication between MABAS Division 3602 and POD.

Tasks:

- ✓ Upon arrival at the POD, the Incident Commander will contact MABAS Division 3602 dispatch directly via the telephone. The POD Coordinator will provide their name and callback phone number to Div 3602 dispatch and inform dispatch the POD is now staffed.
- ✓ MABAS 3602 dispatch will call the POD Coordinator back and provide response information.
- ✓ IC will maintain an ongoing dialogue with MABAS Division 3602 dispatch center
- ✓ IC will determine the status of all responding apparatus
- ✓ If internal communications are going to be used, IC will assign frequency for all POD personnel.
- ✓ As other POD Chiefs arrive, the POD Coordinator will assign the following positions in the following order:
 1. Operation Coordinator
 2. Logistics/Staging Coordinator
 3. Planning/Communications Coordinator
- ✓ The POD Coordinator may request secretarial assistance if necessary. Secretarial staff must maintain discretion regarding the information they are subject to.
- ✓ The POD Coordinator will provide Command, Communications, and Control direction to all personnel responding to the alarm.
- ✓ Provide relief as necessary for other POD Chiefs and arrange relief for themselves during extended operations.

- ✓ Provide “password” and “authentication matrix” to the Apparatus Coordinator.
- ✓ Issue Petty Cash as necessary to Team(s)/Task Force Leaders
- ✓ Ensure continuous point of contact during the duration of the event.
- ✓ Serve as the point of contact between the Task Force Leader or Team Leader during the response.
- ✓ Arrange relief for response personnel as necessary.
- ✓ Provide regular updates to the POD Staff.

Forms Utilized:

1. Form A – MABAS Dispatch Information
2. Form B – MABAS Division 3602 Dispatch Form
3. Form C - MABAS Division 3602 Dispatch Resource Sheet (called in)
4. Form D – MABAS Division 3602 Dispatch Resource sheet (checked in)
5. Form J – POD Activity Log
6. Form K – Communication Worksheet
7. Form N – Money Transfer Worksheet
8. Form O – MABAS Division 3602 Abbreviations
9. Packet P – MABAS Division 3602 Deployment Plan
10. Packets, Q, R, S, T, U, V, W – Box Alarm Cards

POD Chiefs

Operations Coordinator

Location: Apparatus Floor

Assigned By: Incident Commander

Assignment:

- ✓ Assign the necessary assistants to complete all assignments and fulfill the administrative, security, and personnel coordination tasks as described below:
 - Assist the various POD Chiefs throughout a POD deployment
 - Maintain comprehensive records on all POD activities
 - Provide technical assistance as necessary
 - Ensure that the facility is secured and that only credentialed and authorized persons are admitted to the building.
 - Provide direction and information to arriving authorized personnel.
 - Coordinate assembly of the task force. Brief assigned response personnel. Ensure each assigned member completes the Emergency Accountability Worksheet
 - Ensure a copy of each member's Emergency Accountability Worksheet is made and supplied in an envelope to the Task Force Leader
 - Log in cellular phone numbers or other 2-way communication device numbers for all personnel with copies to POD and task force leaders. *(Use the ICS Form 205a)*
 - Ensure each member is properly equipped and issued the necessary equipment

Administrative Tasks:

- ✓ Upon arrival at POD, check in with the POD Coordinator
- ✓ Begin logging events, noting times and names
- ✓ Provide technical assistance using databases and communication devices as necessary
- ✓ Communicate between the various POD Divisions as necessary
- ✓ Provide organizational support throughout the operation

Security Tasks:

- ✓ Assign personnel to assist in manning entry points and validating personnel entering the building, ensuring that non-credentialed personnel are not allowed into the building.
- ✓ Ensure that all exterior doors to the building (other than the front door) are locked, secure, and posted with **“No Admittance”** signs
 - The main entry door should be posted **“Authorized Personnel Only”**
- ✓ Obtain a key card or key from site personnel
- ✓ Collect and tag personnel vehicle keys. Maintain control of personnel vehicle keys until personnel departs. Upon departure secure keys in POD.
- ✓ Ensure that personnel requesting entry are listed on the Statewide Box Card(s) and have the appropriate ID card before allowing them entry into the facility. Non-tactical level personnel are to present their department identification or in the absence of a department ID, a valid driver's license (Confirmed via telephone with the responding agency), before being allowed entry into the facility.
- ✓ Ensure that the facility remains secure and that only authorized persons are admitted for the duration of the event.
- ✓ Coordinate with the local facility Shift Commander.

Forms Required:

1. Form J – POD Activity Log
2. Form O – MABAS Division 3602 Abbreviations
3. Packet P – MABAS Division 3602 Deployment Plan
4. Packets Q, R, S, T, U, V, W – Box Alarm Cards
5. Form X – Door Signs
6. Form Y – Password Envelopes

Personnel Coordination Tasks:

- ✓ Maintain all assigned personnel in the assigned area. Prohibit team members wandering or interfering with other activities
- ✓ Ensure that each member completes an Emergency Accountability Worksheet and that a copy of the form is made, with distribution as follows:
 - The originals will be placed in a master file
 - Sealed copies will be delivered to the task force commander
- ✓ Ensure personnel have been issued equipment per Personnel Equipment Worksheet G

- ✓ Ensure personnel have been issued deployment bags per Deployment Bag Worksheet I
- ✓ Maintain an Activity Log (J) for all actions and events leading up to deployment
- ✓ Review the map and directions provided by the Apparatus Chief with the Team Leader or Task Force Commander
- ✓ Provide the Team Leader or Task Force Commander with two copies of the box alarm card being requested
- ✓ Confirm that a FACT sheet and “Password” envelope has been issued to the Team Leader or Task Force Commander
- ✓ Collect Passports from each entity and distribute them to Team Leader

Forms Required:

1. Form E – Accountability Worksheets
2. Form F – Emergency Contact Information Worksheets
3. Form G – Personal Equipment Check
4. Form I – Deployment bag worksheet
5. Form J – POD Activity Log
6. Form O – MABAS Division 3602 Abbreviations
7. Form P - MABAS Division 3602 Deployment Plan
8. Packets Q, R, S, T, U, V, W – Box Alarm Cards

POD Chief

Logistics/Staging Coordinator

Location: Apparatus Bay

Assigned By: POD Chief

Assignment:

- ✓ Ensure that personnel assigned to respond to the event are properly equipped for extended operations.
- ✓ Ensure the coordination of arriving and departing apparatus and equipment
- ✓ Ensure apparatus type and staffing requirements as determined by the specific MABAS Alarm Card(s)
- ✓ Provide direction and information to arriving and departing companies

Tasks:

- ✓ Don the “Logistics” identification vest
- ✓ Review the Personnel Equipment Worksheet (Form “G”) and ensure that personnel are properly equipped.
- ✓ Review the Deployment Bay Worksheet (Form “I”) and issue equipment as indicated.
- ✓ Ensure the delivery of the equipment trailer to the POD
- ✓ Oversee the loading of equipment into the equipment trailer.
- ✓ Ensure compatibility of the equipment trailer and tow vehicle.
- ✓ Contact Police for traffic control and security of equipment
- ✓ Ensure that local facility apparatus has relocated to provide adequate parking for arriving equipment while providing the local department with response vehicle access
- ✓ Should more than one MABAS alarm be called, provide easily identifiable and separate staging areas for each separate alarm assignment
- ✓ Ensure correct apparatus, personnel, and equipment per box alarm card(s)

- ✓ Instruct personnel where to enter the facility
- ✓ Coordinate response route to the scene, provide maps as required
- ✓ Coordinate directions to the scene reception area and provide maps/instructions as necessary
- ✓ Receive a sealed “password” envelope and “authentication matrix” from the POD Operations Coordinator.
- ✓ Continue to receive and provide information and status to the POD Coordinator
- ✓ Issue “password” and “authentication matrix” to Taskforce Commander or Team Leader before their departure.

Forms Required:

1. Form D – Resource worksheet for staging coordinator
2. Form G – Personal Equipment Worksheet
3. Form I – Deployment Bag Worksheet
4. Form J – POD Activity Log
5. Form L – Direction & Maps Worksheet
6. Form M – Vehicle Assignment Worksheet
7. Form O – MABAS Division 3602 Abbreviations
8. Packet P – MABAS Division 3602 Deployment Plan
9. Packets Q, R, S, T, U, V, W – Box Alarm Cards
10. Taskforce or Team Vehicle Identification – As Developed

POD Chief

Planning / Communications Coordinator

Location: POD

Assigned By: POD Coordinator

Assignment:

- ✓ Monitor all radio communications. Assume point of contact responsibility between Division 3602 dispatch and POD facility. Communicate directly with the POD Coordinator.

Tasks:

- ✓ Check in with the POD Coordinator
- ✓ As soon as possible, contact MABAS Division 3602 via telephone and establish an ongoing dialogue.
- ✓ Determine from MABAS Division 3602 the status of apparatus and personnel due to report to the POD.
- ✓ Communicate with the local facility Shift Commander for instruction and assistance as needed.
- ✓ Coordinate with the POD Logistics Chief to ensure apparatus and staffing requirements are met.
- ✓ Coordinate with the POD Operations to ensure each firefighter is properly credentialed and that each firefighter has completed the Emergency Contact Information worksheet.
- ✓ Provide regular briefings to the POD Operations.
- ✓ Procure cash and credit cards from safe for the response team and have the deployment Chief sign the Money Transfer Form
- ✓ Develop a plan for demobilization of the deployment Team to include:
 - Preparing POD for team return
 - Contact MABAS 3602 Chief's and team member's families regarding ETA of team to POD
 - Returning of all secured personal items to team members and having them sign acknowledgment statement

- Upon the team's return inventory equipment and supplies to determine need for replacement
- Provide for "debriefing" of team members if needed

Forms Required:

1. Form A – MABAS Dispatch Information
2. Form B – Quad Dispatch Form
3. Form C – MABAS 3602 Dispatch Resource Worksheet
4. Form D – MABAS 3602 Quadrant Dispatch Resource Worksheet – one per quadrant
5. Form J – POD Activity Log
6. Form K – Communications Worksheet
7. Form N – Money Transfer Worksheet
8. Form O – MABAS Division 3602 Abbreviations
9. Packet P – MABAS Division 3602 Deployment Plan
10. Packets Q, R, S, T, U, V, W – Box Alarm Cards

SECTION V

APPENDIX

STATEWIDE RESPONSE

MABAS Div. 3602 Dispatch Worksheet

To be used by the MABAS Dispatcher & POD Coordinator

Agency Initiating Notification:	Operator Making Notification & Badge #:
---------------------------------	---

Date of official notification:	Time:
--------------------------------	-------

Call back contact person & Badge #:	Phone #:
-------------------------------------	----------

Location of Incident:	Type of Incident:
-----------------------	-------------------

DIVISION 3602 APPARATUS, PERSONNEL & EQUIPMENT DUE: (CIRCLE ALL THAT APPLY)

BOLD= PRIMARY NORMAL PRINT= ALTERNATE

Statewide Contact Freq.	Response Group Freq.
-------------------------	----------------------

Routing & Reception:

Response type (Circle one) **Scramble**(30min response) **Standard** (enroute 3hrs onsite up to 3 days)
EMAC (enroute 24hrs, onsite 14 days)

MCC mission number:	Validation / Security Code:

MABAS DIVISION 3602

Form A

To be used by MABAS Div. 3602 Dispatch

MABAS DISPATCH NOTIFICATION

MABAS Division 3602 Dispatch shall notify each designated DEPARTMENT by phone to execute the statewide activation procedure. The DEPARTMENT Dispatch shall notify the fire department.

Type of Incident:	Location of incident:
-------------------	-----------------------

Time of notification:	Card #:
-----------------------	---------

Notification received from:

MABAS DIV. 3602 Chiefs Text Message:

"This is an activation of the Statewide MABAS plan. The POD Chiefs and the Following Task Forces are requested:

List Departments, Manpower and Equipment that is due. (list from box card)

State that the departments are to notify MABAS Div. 3602 Dispatch (MCD) within 30 minutes of the availability of the apparatus, personnel, and equipment required from their department, that those resources are to be at the DESIGNATED POD in 30 minutes after they were notified and that the units are to stay off the Dispatch Talkgroup

NOTIFICATIONS:

Person Completing Form:	Time:
-------------------------	-------

MABAS DIVISION 3602

Form B

MABAS DIVISION 3602 DISPATCH RESOURCE WORKSHEET

To be used by Division 3602 Dispatch

Division 3602 Statewide Mutual Aid Box Card Activated:

List the personnel, apparatus, and equipment available for statewide deployment from each Department that has called in:

F. D.	Equipment	Number Personnel	Notification Time	Time Called In	Additional Info
					Alternate
					Alternate
					Alternate

Completed by:

Date:

Time:

Use additional sheets if required.

**Forward information to Point of Departure via
Fax #**

MABAS DIVISION 3602

Form C

DISPATCH RESOURCE WORKSHEET

To be used by Staging Coordinator at POD

Division 3602 Statewide Mutual Aid Box Card Activated:

List the personnel, apparatus, and equipment for statewide deployment from each department that has checked in:

F. D.	Apparatus	Number Personnel	Notification Time	Time Called in to Dispatch	Checked in at POD

Use ICS Form 211?

Completed by:	Date:	Time:
---------------	-------	-------

Use additional sheets if required.

Confidential

Page 24

Approved:

MABAS Division 3602

Appendix E

Statewide Deployment Plan Accountability Worksheet

PURPOSE:

In the event a MABAS statewide Box Card is activated personnel arriving at the POD will need to be credentialed. Each Statewide MABAS Box Card has a predetermined response that must be adhered to. In the event personnel respond to the POD for deployment, and are not credentialed, they must be returned. Strict enforcement of credentials for responding personnel is important.

POLICY:

Point of Departure (POD) Accountability Chief Responsibility

ICH

- A. The POD Chief assigned the task of accountability shall perform the following tasks before the convoy leaves the POD.
1. Determine the MABAS Statewide Box Card/Cards called. From the Box Card determine the appropriate units and technicians that will be responding to the POD. Using the MICHIGAN MABAS BOX CARD determine the appropriate staffing for each vehicle responding. Use attached worksheet.
 2. No Task Force member will be permitted to leave the POD until his or her credentials are checked. A check in area will be established prior to members entering the POD.
 4. Collect and return all completed credential information to the POD Chief or designee.

B. Materials needed to complete task:

Materials	Amount	Completed
Statewide MABAS Box Cards	1 Set	
Muskegon County Fire Department's Deployment Plan	1	
Credential Work Sheet	Determined by MABAS Card	

MABAS Division 3602

Appendix E

Statewide Deployment Plan Credential/Accountability Worksheet

To be used by Lobby & accountability

Staffing Requirements For Statewide Plan		
Ambulance	2	Minimum Certified Paramedic
Engine	4	Minimum MI Firefighter II
Tender	2	Minimum MI Firefighter II
Truck	4	Minimum MI Firefighter II
Squad	4	Minimum MI Firefighter II
Brush Truck	2	Minimum MI Firefighter II
TRT	10 1 per Dept	Minimum TRT Technician
Haz-Mat	10 1 per Dept	Minimum Haz-Mat Technician
Water Rescue	10	Divers must be a dive team member

Name	F. D.	Function	Time In	ID Check	Credential Check	Time Out

MABAS Division 3602

Appendix F

Statewide Deployment Plan Emergency Contact Information

PURPOSE:

In the event a team member being deployed to an incident is involved in a serious injury or death, information must be available which can be used to contact immediate family for notification. Officials responsible for notification must have access to current and correct information.

POLICY:

Point of Departure (POD) Emergency Contact Information Chief Responsibility

- A. The POD Chief assigned the task of collecting emergency contact information shall perform the following tasks before the convoy leaves the POD.
1. Determine the MABAS Statewide Box Card/Cards called. From this Box Card prepare **Emergency Contact Information** sheets for each team member being deployed.
 2. Distribute **Emergency Contact Information** sheets to each Task Force member and instruct the member to complete the form. Stress the importance of this information. Explain that this information will be used to notify immediate family in the event of an emergency.
 3. No team member will be permitted to leave the POD until the **Emergency Contact Information** sheet is completed.
 4. The team member will then place the completed Emergency Contact Forms in a sealed envelope and print their name on the outside of the envelope. The team leader or POD Chief will only open the envelope in the event of an emergency.
 5. Collect and return all completed **Emergency Contact Information** sheets to the POD Chief or designee.

B. Materials needed to complete task:

Materials	Amount	Completed
Emergency Contact Information Sheets	Determined by Box Card	
Pens	At least 6	

MABAS Division 3602

Emergency Contact Information

PLEASE READ:

The information you provide will be used **ONLY** in the event you are involved in a serious injury or death. Officials responsible for notification must have access to current and correct information. Please take time to fill out the form fully and accurately.

PERSONAL INFORMATION		
Last Name	First Name	MI
Home Address		
City	State	Zip Code
Daytime Phone Number	Evening Phone Number	
()	()	
Cell Phone Number	Pager Number	E-Mail Address
()	()	
Member Fire Department	Station	Shift
DOB	Drivers License #	Class
Height	Weight	

PCP:	Phone:	Blood Type
Current Medical Condition(s):		
Past Medical Condition(s):		
Allergies:		
Medications:		

Training (only check one per column)						
	Vertical	Trench	Confined Space	Structural Collapse	Haz-Mat	Medical
Awareness						MFR
Operations						EMT
Technician						EMT-P
Special Skills:						

EMERGENCY CONTACT INFORMATION	
Name:	
Relationship:	
Home Contact Information:	
Address:	
Phone:	Pager/Cell
Work Contact Information:	
Name of Employer:	
Address:	
Phone:	
Pager/Cell:	
Special Circumstances, i.e. health, age, etc.	

List names and dates of birth of all your children:	
Name:	DOB:
Name:	DOB:
Name:	DOB:
Name:	DOB:
Name:	DOB:
Name:	DOB:

List the Department member(s) you would like to accompany a chief fire officer to make the notification
Name:
Name:

List anyone else you want to help make the notification: (i.e. friend, minister)
Name: Contact Information: Address: Phone: Pager/Cell: Relationship:
Name: Contact Information: Address: Phone: Pager/Cell: Relationship:

OPTIONAL INFORMATION

Religious Preference:

Religion:

Place of Worship:

Address:

Are you a veteran of the U.S. Armed Services?

☐ Yes☐ No

If you are entitled to a military funeral, do you wish to have one?

☐ Yes☐ No

Do you wish to have a fire service funeral?

☐ Yes☐ No

Please list your membership in fire service, religious, or community organizations that may provide assistance to your family:

Do you have a will?

☐ Yes☐ No*If yes, where is it located?*

Special Requests:

Date Form Completed on:***Signature:***

Page 3 of 3

*Copy 1 – Point of Departure**Copy 2 – Team Leader*

Confidential

Page 31

Approved:

MABAS Division 3602

Statewide Deployment Plan

Personal Equipment Check POD Coordinator

PURPOSE:

In the event a MABAS statewide Box Card is activated personnel arriving at the POD will need to have the appropriate personal equipment. Each person responding to the POD and approved for deployment will need to have with them the appropriate personal equipment.

POLICY:

Point of Departure (POD) Personal Equipment Coordinator Responsibilities

A. The POD Chief assigned the task of checking Personal Equipment shall perform the following tasks before the convoy leaves the POD.

1. Each firefighter who is credentialed and approved to respond to the current incident shall have the appropriate personal equipment.
2. Check each firefighter's Personal Equipment using the attached worksheet. Each Firefighter should initial that their equipment was checked.
3. No Task Force member should be permitted to leave the POD without having his or her Personal Equipment checked. Attempt to create a separate area for checking Personal Equipment bags.
4. Return all completed worksheets to the POD Chief or designee.

B. Materials needed to complete task:

Materials	Amount	Completed
Statewide MABAS Box Cards	1 Set	
Division 3602 Fire Departments Deployment Plan	1	
Personal Equipment Work Sheet	Based on Card Called	

MABAS Division 3602

Appendix G

Statewide Deployment Plan Personal Equipment Worksheet

[illegible]

MABAS Division 3602

Statewide Deployment Plan

Personal Equipment Worksheet

Personal Equipment Needed:

1. Turnout Gear (Helmet, Hood, Pants, Boots, Coat, Gloves)
2. Portable radio with charger and spare battery
3. SCBA with spare bottle and mask (extra batteries for PASS as needed)
4. Fire department T-shirts, sweatshirts or uniform shirts.
5. Personal hygiene items
6. Any other items as distributed by MABAS Red Center
7. Medications
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.

MABAS Division 3602

Appendix I Statewide Deployment Plan Deployment Bag Handout

PURPOSE:

In the event a MABAS statewide Box Card is activated personnel arriving at the POD will need to be given a deployment bag. Each person responding to the POD and approved for deployment will be issued a Deployment Bag. This bag will consist of the supplies necessary for deployment away from home.

POLICY:

Point of Departure (POD) Deployment Bag Coordinator Responsibilities

- A. The POD Chief assigned the task of distributing deployment Bags shall perform the following tasks before the convoy leaves the POD.
1. Determine the MABAS Statewide Box Card/Cards called. From the Box Card determine the appropriate units and technicians that will be responding to the POD. Using the MABAS Division 3602 Statewide Deployment Plan determine the number of personnel that will be responding from the POD to the incident.
 2. Distribute 1 Deployment Bag per responding Firefighter after they are credentialed and approved to respond. Have each firefighter initial the worksheet indicating receipt of the Deployment Bag.
 3. Explain to each firefighter receiving a Bag that they are responsible for returning the bag and its contents to the designated POD upon completion of the mission.
 4. No Task Force member should be permitted to leave the POD without a Deployment Bag. Attempt to create a distribution area for assigning Deployment Bags.
 5. Return all completed worksheets to the POD Coordinator or designee.
- B. Materials needed to complete task:

Materials	Amount	Completed
Statewide MABAS Box Cards	1 Set	
Musk Co Fire Departments Deployment Plan	1	
Deployment Bag Work Sheet	1	
Deployment Bags	Determined by Box Card	

MABAS Division 3602

Appendix I Statewide Deployment Plan Deployment Bag Worksheet

Staffing Requirements For Statewide Plan			
Ambulance	2	Brush Truck	2
Engine	4	Squad	4
Tender	2	TRT Tech	10
Truck	4	Haz-Mat	10

Name	Fire Department	Firefighter Initials	ID Check	Deployment Bag Number

MABAS DIVISION 3602 POD ACTIVITY LOG (ICS 214)

INCIDENT NAME: _____ DATE: _____

INCIDENT NAME: _____ DATE: _____

[illegible]

Page _____ of _____

Use additional pages as needed

Confidential

Page 39

J

MABAS Division 3602

Appendix K Statewide Deployment Plan Communications Worksheet

The purpose of this position is to ensure that:

- ☐ MABAS Division 3602 Dispatcher is notified by phone upon this Chief's arrival:
 - He will identify himself to MABAS Division 3602. He will notify Division 3602 he is at the Station and ready to receive information. He will remain and await MABAS Division 3602 Dispatcher's return phone call.
- ☐ Upon MABAS Divisions Dispatcher's return phone call, he will receive the following information:
 - Validation of Security Codes
 - Verify the proper Department Vehicles are at the Point of Departure
 - Status of the Deployment
 - Any additional Vehicles that are needed for response (fill in for unavailable, additional transport vehicles needed, etc.)
 - Insure directions to the response area are provided for the response team, from RED Center, or the MCC (MABAS Coordination Center)

MABAS Division 3602

Appendix L

Statewide Deployment Plan Directions & Maps Worksheet

The purpose of this position is to insure that:

- ☐ Proper route to Reception area as planned and promulgated by RED Center, or the MCC to the Response Team
- ☐ Fuel stops from RED Center, or the MCC are promulgated to the drivers and response chief
- ☐ Utilize Street Finder, or another computer mapping program for directions
- ☐ Print out copies for all vehicles
- ☐ Road construction and other road problems are noted on the maps (MDOT)
- ☐ Potential alternate routes are shown
- ☐ Provide maps and directions are provided to the driver of each vehicle.
- ☐ Insure that communications between vehicles during the response is planned for and known by all
– MABAS frequency is not to be used
- ☐ Verify emergency contact information for each person has been received by that POD Chief prior to leaving
- ☐ Verify all Personal, Department and County supplied gear is present for each person
- ☐ Verify with State Police, or appropriate government agency, that the planned route is secure
- ☐ If required, procure accommodations for the responding personnel.

MABAS Division 3602

Appendix N

Statewide Deployment Plan Money Transfer Worksheet

The purpose of this position to insure that:

- The money is procured for the Response Team
- All proper paperwork is filled out prior to the Response Team's leaving the Point of Departure
- All money disbursement requirements by the MABAS Division 3602 are understood and followed

CASH ISSUED

Check to insure the following steps are completed:

Contact the MABAS Chief's representative to get the money

\$ Amount:

Signature:

Counter Signature:

☐ Receipt book and money bag is in possession of responding chief

CASH RETURNED

Check to insure the following steps are completed:

Contact the MABAS Chief's representative to get the money

\$ Amount:

Signature:

Counter Signature:

☐ Receipt book and money bag is in possession of responding chief

To be used by Team Chief to maintain personnel accountability during deployment.

Use additional pages as needed

MABAS DIVISION 3602 ABBREVIATIONS

Form O

<u>DEPT ABBREVIATIONS</u>	<u>FULL DEPARTMENT NAME</u>
BLFD	Blue Lake Township Fire Dept
CSFD	Casnovia Fire Department
DTFD	Dalton Township Fire Dept
EGFD	Egelston Township Fire Dept
HTFD	Holton Township Fire Dept
MRFD	Moorland Township Fire Dept
MTFD	Muskegon Charter Township Fire Dept
NMFD	North Muskegon Fire Dept
NSFD	Norton Shores Fire Dept
RVFD	Ravenna Fire Department
WLFA	White Lake Fire Authority

POD Chief Operation Coordinator

The following checklist should be considered as the minimum requirements for this position. Note that some of the tasks are one-time actions; others are ongoing or repetitive for the duration of the incident. This should be located in a secure area, separate from personnel. Typically located in a conference room.



Task

☐

1. The first arriving Chief assumes the role of Operations Coordinator

☐

2. Contact MABAS Div 3602 dispatch directly via telephone. Provide name and call back phone number and advise the POD is now staffed.

☐

3. Division 3602 will call the POD Operations Coordinator and provide response information.

☐

4. Assign arriving POD Chiefs to positions.

- Security Coordinator, Communications Coordinator, Staging Coordinator, Room Coordinator, Logistics/Equipment Coordinator, Administrative Support & Finance Coordinator.
- May request secretarial assistance if deemed necessary

☐

5. Coordinate Command, Communications and Control direction to all personnel responding to the alarm

☐

6 Provide relief as necessary for other POD Coordinators and arrange relief for themselves during extended operations.

☐

7 Provide password and authorization matrix to Staging Coordinator

☐

8 Issue petty cash to Team/Task force leaders

☐

9. Ensure continuous point of contact during the duration of the event

☐

10 Serve as a point of contact between the Task Force Leader or Team Leader during the response.

☐

11 Arrange relief for response personnel as necessary

☐

12. Provide regular updates to the POD staff

☐

13. Forms utilized

- Form J- POD Activity Log
- Form N- Money Transfer Worksheet
- Form O- MABAS Division 3602 Abbreviations
- MABAS Division 3602 Deployment Plan
- Box Alarm Cards
- Demobilization forms

☐

14 Coordinate with vendors, incident personnel, and contractors.

☐

15 Prepare demobilization schedule of personnel and equipment and coordinate with Planning Section and supporting dispatch.

☐

16 Document all activity on Unit Log (ICS Form 214).

DRAFT



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Emergency Sewage Pump & Haul							
Submitted by: Joe Buthker, DPW Superintendent	Department: Public Works							
Brief Summary: Staff is requesting retroactive authorization to pay for sewage pumping and hauling services provided by West Michigan Septic, Sewer & Drain at the Muskegon Correctional Facility site.								
Detailed Summary & Background: The Muskegon Correctional Facility (MCF) on Sheridan Drive has a sewer pump station that pumps the facility's sewage into the city's sewer mains. A 1971 agreement required the State to pay for the construction of the sewer pump station, and it also required the city to maintain the pump station at its expense. A 2016 assessment found this station to be deteriorating and undersized. The city began pushing the State to build a new pump station, and construction finally began this fall. According to the current construction schedule, the new pump station should be completed within the next month. Unfortunately, the existing pump station suffered a catastrophic failure on the morning of December 1. An emergency pump and haul operation was immediately implemented to keep the MCF operational. West Michigan Septic, Sewer & Drain provided two trucks with staff to remove and haul sewage around the clock for 57 hours. The pump and haul operation was ended upon the installation of a temporary pumping system. Staff is requesting retroactive authorization to pay the invoice from West Michigan Septic, Sewer & Drain for \$30,825.00.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Sustainability in financial practices and infrastructure Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Maximized efficient use of existing infrastructure								
Amount Requested: \$30,825.00	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Fund(s) or Account(s): Sewer Fund (590-559-801)	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: Authorize staff to pay West Michigan Septic, Sewer & Drain \$30,825.00 for emergency sewage pumping and hauling services.								

Approvals:

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

Guest(s) Invited / Presenting:

No



West Michigan Septic

City of Muskegon Public Works
1350 E Keating Ave
Muskegon, MI 49442

(231) 578-7575
wyatt.eggleson@shorelinecity.com

JOB	#14316
PAYMENT TERMS	Upon receipt
DUE DATE	Dec 03, 2024
AMOUNT DUE	\$30,825.00

SERVICE ADDRESS
2400 S Sheridan Dr
Muskegon, MI 49442

CONTACT US
2542 S Getty St
Muskegon, MI 49444

(231) 739-7423
info@wmssd.com

Service completed by: Jonathan Stephens, James
Counselor, Jordan Smith, Travis Barrette, Terry Kiel

INVOICE

Day/ Night Two - Dec 03, 2024

Services	qty	unit price	amount
Septic Cleaning - Septic Tank Cleaning Hauling from failed pump chamber to manhole again. 16 hours, overtime	16.0	\$555.00	\$8,880.00
Septic Cleaning - Septic Tank Cleaning Hauling from failed pump chamber to manhole during normal working hours.	8.0	\$501.00	\$4,008.00

Day/ Night Two subtotal \$12,888.00

Day/ Night One - Dec 03, 2024

Services	qty	unit price	amount
Septic Tank Cleaning Hauling from pump station near entrance to manhole outside entrance off street. 24 hours	24.0	\$555.00	\$13,320.00

Day/ Night One subtotal \$13,320.00

Day/Night Three - Dec 03, 2024

Services	qty	unit price	amount
Septic Cleaning - Septic Tank Cleaning	7.0	\$501.00	\$3,507.00
Hauling from failed pump chamber to manhole for 8 hours			
Septic Cleaning - Septic Tank Cleaning	2.0	\$555.00	\$1,110.00
Hauling after 4pm from failed lift station to manhole in street			

Day/Night Three subtotal \$4,617.00

Subtotal \$30,825.00

Job Total \$30,825.00

Amount Due \$30,825.00

See our [Terms & Conditions](#)



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Amity Bridge Removal MDOT Project Agreement							
Submitted by: Dan VanderHeide, Public Works Director	Department: Public Works							
Brief Summary: Staff requests authorization to enter into an agreement with the Michigan Department of Transportation (MDOT) for the removal of the Amity Bridge, including \$433,208 in federal funding with \$138,967 of local match for a total of \$599,250.								
Detailed Summary & Background: City staff submitted this project to the local bridge program several years ago and multiple times, and in 2022 were informed the Amity Bridge Removal was selected. The Engineering Department has worked with MDOT to develop project plans, and the project agreement is ready to be executed. It is included with this item, and is of the standard MDOT format.								
Goal/Focus Area/Action Item Addressed: Key Focus Areas: Decrease infrastructure burden on residents, Sustainability in financial practices and infrastructure, Increase revenue Goal/Action Item: 2027 GOAL 4: FINANCIAL INFRASTRUCTURE - Maximized efficient use of existing infrastructure								
Amount Requested: \$138,967	Budgeted Item: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td><td></td><td>N/A</td><td></td><td></td></tr></table>	Yes	X	No		N/A		
Yes	X	No		N/A				
Fund(s) or Account(s): 202 (Streets)	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td><td>N/A</td><td></td><td></td></tr></table>	Yes		No	X	N/A		
Yes		No	X	N/A				
Recommended Motion: To authorize staff to enter into an agreement with the Michigan Department of Transportation (MDOT) for the removal of the Amity Bridge, including \$433,208 in federal funding with \$138,967 of local match for a total of \$599,250.								
Approvals: <table border="1"><tr><td>Immediate Division</td><td>X</td><td></td></tr></table>	Immediate Division	X		Guest(s) Invited / Presenting: No				
Immediate Division	X							

Head			
Information Technology			
Other Division Heads			
Communication			
Legal Review			

LOCAL BRIDGE
FEDERAL

CAB

Control Section	BO 61000
Job Number	218168CON
Project	25A0043
Structure	#7699
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5478

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MUSKEGON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Muskegon, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated November 15, 2024, attached hereto and made a part hereof:

PART A – FEDERAL AND STATE PARTICIPATION

The removal of the structure #7699, which carries Amity Avenue over the abandoned railroad grade, Section 20, T10N, R16W, City of Muskegon, Muskegon County, Michigan; including earthwork, hot mix asphalt pavement reconstruction, concrete curb and gutter, curb ramps, storm sewer and permanent signing; and all together with necessary related work.

PART B – NO FEDERAL OR STATE PARTICIPATION

Sanitary sewer and concrete sidewalk along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

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WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal funds under the following Federal program:

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and awarding the construction contract for the PROJECT. Such administration shall be in accordance with PART II Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of the PART A portion of the PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST for PART A, after deduction of Federal Funds, such that the combined Federal Funds and state Local Bridge Funds shall equal 85 percent of those PROJECT COSTS for PART A eligible for participation by such funds. The remaining 15 percent of the eligible items of the PART A portion of the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal or State participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and State Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code and/or State Funds.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their

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exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT, for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving construction claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be reasonable and necessary and shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MUSKEGON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



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EXHIBIT I

CONTROL SECTION BO 61000
JOB NUMBER 218168CON
PROJECT 25A0043
STRUCTURE #7699

	<u>TOTAL ESTIMATED COST</u>	<u>FEDERAL FUNDS (EST 80%)</u>	<u>STATE LOCAL BRIDGE FUNDS (EST 5%)</u>	<u>TOTAL FEDERAL & STATE AID</u>	<u>BALANCE REQ. PARTY'S SHARE</u>
PART A - STRUCTURE AND APPROACH WORK (FEDERAL AND STATE PARTICIPATION)					
Construction (Contracted)	\$541,510	\$433,208	\$27,075	\$460,283	\$81,227
PART B – NAMEPLATE INSTALLATION WORK (NO FEDERAL OR STATE PARTICIPATION)					
Construction (Contracted)	\$57,740	\$0	\$0	\$0	\$57,740
GRAND TOTAL	\$599,250	\$433,208	\$27,075	\$460,283	\$138,967

NO DEPOSIT REQUIRED

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: 880 First St. Demolition- Asbestos Abatement Proposal
Submitted by: Contessa Alexander, Development Analyst	Department: Economic Development
Brief Summary: City staff requests approval of Asbestos Abatement Inc.'s proposal for asbestos abatement to proceed with the approved demolition of the 880 First St. structure.	
Detailed Summary & Background: The City of Muskegon solicited bids from qualified contractors for the demolition of the building located at 880 First St., Muskegon, MI 49440. The scope of work includes complete demolition and removal of the structure, including all foundations and footings, backfilling the site, hydroseeding, and asbestos abatement. The primary objective is to eliminate blight, improve the area's aesthetic appeal, and encourage economic development by preparing the site for future opportunities. Asbestos Abatement Inc. was awarded the bid by the City Commission on October 8, 2024. They have completed an asbestos survey, and the report is attached for your review. To proceed with demolition, asbestos abatement must be completed. Asbestos Abatement Inc. has submitted their abatement proposal, which is also attached for your review.	
Scope of Work • Removal and disposal of asbestos-containing materials as identified in the NESHAP survey dated 11/25/24. • Required personal air monitoring and clearances included. • Continuous third-party air monitoring is not included. • State notifications and permits included.	
Total Cost: \$94,125	
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> Progress toward completion of ongoing economic development projects <u>Goal/Action Item:</u> 2027 Goal 2: Economic Development Housing and Business	

Amount Requested: \$94,125	Budgeted Item: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No		N/A										
Yes		No		N/A												
Fund(s) or Account(s): Public Improvement Fund (445)	Budget Amendment Needed: <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td></td> <td>N/A</td> <td></td> <td></td> </tr> </table>	Yes		No		N/A										
Yes		No		N/A												
Recommended Motion: I move to approve the asbestos abatement proposal submitted by Asbestos Abatement Inc. for the property located at 880 First St., Muskegon, MI 49440, in the amount of \$94,125.																
Approvals: <table border="1"> <tr> <td>Immediate Division Head</td> <td></td> <td></td> </tr> <tr> <td>Information Technology</td> <td></td> <td></td> </tr> <tr> <td>Other Division Heads</td> <td></td> <td></td> </tr> <tr> <td>Communication</td> <td></td> <td></td> </tr> <tr> <td>Legal Review</td> <td></td> <td></td> </tr> </table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																

November 25, 2024

City of Muskegon
Attn: Contessa Alexander
933 Terraxe Street
Muskegon, MI 49440

**Re: Asbestos NESHAP Inspection Report for the Vacant Building at 880 First Street
Muskegon, MI 49440.**

Dear Contessa Alexander:

Asbestos Abatement Incorporated (AAI) was retained by City of Muskegon to provide an asbestos inspection at a vacant building located at 880 First Street. During the inspection, AAI personnel inspected all accessible areas that are to be impacted by the project to determine the presence or absence of suspect Asbestos Containing Building Materials (ACBM's). This report includes the procedures and methodologies, analytical laboratory results and any applicable conclusions and recommendations made during the course of this inspection. Contractors, architects, engineers, the building owner and all their employees working on this project need to review and understand this survey. If any contractors, architects, engineers or employees of the owner find materials not sampled as part of this survey they should assume the material to contain asbestos then immediately stop work and notify AAI so that additional testing and/or necessary clean-up can be performed. Although every effort was made to sample all suspect ACBM's during the inspection hidden, concealed or missed materials may exist within the project scope.

AAI appreciates the opportunity to perform these services for you and look forward to working with you in the future. In the meantime, if you have questions or comments regarding the information in this report or if we can be of further assistance please do not hesitate to contact AAI at 517-323-0052.

Sincerely,
Asbestos Abatement Inc.



Andrew Rauser
Asbestos Inspector
Accreditation A40568



ASBESTOS NESHAP INSPECTION REPORT

Conducted at:

880 First Street

AAI Project Number: 2260

Date of Inspection:

November 12, 2024

Report prepared for:

City of Muskegon
Contessa Alexander
933 Terraxe Street
Muskegon, MI 49440

Inspection conducted by:

Andrew Rauser, Accreditation A40568
Asbestos Abatement Inc.
2420 N. Grand River Ave.
Lansing, Michigan 48906
Phone: 517-323-0052
Fax: 517-323-7382

ASBESTOS NESHAP INSPECTION REPORT

880 First Street

AAI Project Number: 2260

TABLE OF CONTENTS

1.0	Introduction.....	1
2.0	Certification	1
3.0	Inspection Procedures	1
4.0	Analytical Results	2
5.0	Pertinent Observations	3
6.0	Regulatory Guidance.....	3
7.0	Recommendations	4

8.0 APPENDICES

APPENDIX A – INSPECTOR(S) CREDENTIALS

APPENDIX B – LABORATORY CERTIFICATION

APPENDIX C – INSPECTION DATA

APPENDIX D – ANALYTICAL DATA

APPENDIX E – DEFINITIONS & CLASSIFICATIONS

1.0 Introduction

AAI was retained by City of Muskegon to provide a National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos inspection at the vacant building located at 880 First Street. During the inspection, AAI personnel inspected all accessible areas that are to be impacted by the project to determine the presence or absence of suspect Asbestos Containing Building Materials (ACBMs). A comprehensive asbestos NESHAP inspection was performed, including the collection of an appropriate number of bulk asbestos samples in accordance with the provisions of the Asbestos in Construction Standard.

The on-site portion of asbestos building inspection took place on November 12, 2024. During the inspection, bulk samples were collected, and quantities of suspect asbestos-containing materials were estimated.

2.0 Certification

The asbestos inspection was conducted by Andrew Rauser, a State of Michigan Accredited Asbestos Inspector. A copy of his inspector credentials appears in Appendix A.

All collected asbestos bulk samples were submitted to APEX Research, Inc. for analysis. Bulk samples of suspect asbestos-containing materials were analyzed by polarized-light microscopy (PLM) using the EPA Method 600/R-93/116. APEX Research, Inc. is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

A copy of their NVLAP Accreditation can be found in Appendix B.

3.0 Inspection Procedures

This asbestos NESHAP inspection was conducted in accordance with the requirements of the Michigan Occupational Safety and Health Administration (MIOSHA), Asbestos Standards for Construction, Part 602 and the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M, and current industry standards.

A thorough visual inspection of all functional spaces in conjunction with destructive testing was conducted to identify suspect asbestos-containing materials (ACM) which may be disturbed as part of this project. As unrestricted access was provided, all rooms within the scope were inspected. Each area was visually inspected for the presence of building materials that are suspected to contain asbestos. Bulk samples were obtained of materials suspect to contain asbestos and are categorized as using NESHAP definitions.

Materials visibly identified as non-asbestos (metal, glass, wood, etc.) by the accredited inspector were not sampled.

Prior to collecting any samples, homogenous areas (HAs) were identified and listed to develop a sampling strategy. Suspect ACM's were identified and documented by homogenous area. A homogenous area (HA), is defined as an area of surfacing material, thermal system insulation, or miscellaneous material that is uniform in color and texture (e.g., drywall joint compound).

The actual number of samples collected from each homogeneous sampling area may vary, based on the type of material and the professional judgment of the inspector. A minimum of one sample of each HA was collected and submitted to an accredited laboratory for analysis by PLM. The number of samples collected for each material identified was determined according to the following table:

Guidelines for Determining the Number of Samples Collected		
HA Category	HA Size	Samples Required
Miscellaneous Materials	No Stipulation	2
Thermal Systems Insulation	No Stipulation	3
Surfacing Material	< 1,000 SQ. FT	3
	1,000 – 5,000 SQ. FT	5
	> 5,000 SQ. FT	7

A total of 51 separate suspect asbestos-containing materials were identified during this inspection.

Contractors, architects, engineers, the building owner and all of their employees working on this project need to review and understand this survey. If any contractors, architects, engineers or employees of the owner find materials not sampled as part of this survey they should assume the material to contain asbestos then immediately stop work and notify AAI so that additional testing and/or necessary clean-up can be performed. Although every effort was made to sample all suspect ACBM's during the inspection hidden, concealed or missed materials may exist within the project scope.

A complete list of all suspect asbestos-containing materials identified, including friability, location, and estimated quantities can be found in Appendix C.

4.0 Analytical Results

Bulk samples were submitted to APEX Research, Inc. for analysis using polarized-light microscopy (PLM) and dispersion staining (EPA Method 600/R-93/116). APEX Research, Inc. is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

A material is considered to be ACM when it contains greater than 1% asbestos and must be handled according to Federal, State and local regulations. For homogenous areas with multiple samples collected, only one sample with greater than 1% asbestos is required for the entire homogenous area to be considered ACM.

For friable materials, when the amount of asbestos in the sample material is reported as “None-Detected” by PLM analysis, no further verification of the sample results by Point Counting Methodology is recommended.

For friable materials, when the amount of asbestos in the sample material is reported at less than 10% by PLM analysis, the client may either assume the amount to be greater than 1% and treat the material as ACM or require further verification of the amount by Point Counting Methods. If the result obtained by Point Counting is different from the result obtained by PLM analysis, the Point Count Method result should be used.

For non-friable materials, when the amount of asbestos in the sample material is reported at greater than 1% by PLM analysis, no further verification of the sample results by alternative methods of identification.

The analytical data, including detailed information on individual sample layers, can be found in Appendix D.

5.0 Pertinent Observations

During the visual inspection, select observations were made and documented. With the inspection procedures and analytical results taken into consideration, the pertinent observations are as follows:

- All quantities listed in the Building Inventory Data form (Appendix C) are estimates and its accuracy is not guaranteed.
- Extensive interior and exterior demolition had occurred prior to this survey.
- Renovations have been done in these areas in the past creating multiple layers of finishes through-out the spaces.

6.0 Regulatory Guidance

This section offers regulatory guidance for ACM identified during this building inspection and was prepared for regulatory guidance only and does not guarantee compliance with all regulatory requirements.

Of the 51 identified homogenous, the following were determined to be asbestos-containing materials by polarized light microscopy:

- * **Tar and Flashing (On/Around Old Rooftop Mechanical Room)**
- * **Tar Remnants (On Exterior Walls of Old Rooftop Mechanical Room)**
- * **Tar and Flashing (Old Rooftop Exterior Perimeter)**
- * **Black Mastic Glue-Pods (On Plaster Walls and Behind Wallboard Around Elevators – All Floors)**
- * **Tar and Flashing (2nd Floor South Exterior Wall Near Stairwell)**
- * **Tar and Flashing (Addition Roof Meets 2nd Floor)**

- * **Tile Mastic – Black (Ground Floor of Old Building)**
- * **Black Mastic Glue-Pods (Steel Columns of Newer Building)**
- * **Tar and Flashing – North Side Exterior Wall of Old Building Above 1st Floor)**
- * **Transite Debris (Old Building Rooftop)**
- * **Building Sealant/Caulk – Gray and Black Layers (2nd Floor/New Building Roof Below Rubber Roofing)**
- * **Multiple Layer Caulking (2nd Floor/New Building Roof)**
- * **Transite (Ground Floor Perimeter Wall Bases)**
- * **Building Caulk – White (Basement of Addition in Ceiling Joints)**
- * **Wallboard System Joint Compound (Stairwell)**

This report shall not be used as a compliance tool. It is the responsibility of the contractor(s) selected to perform the work to comply with all applicable laws and regulations.

This guidance is based on the visual inspection, analytical results, pertinent observations and AAI's understanding of the project. This guidance may require modification should there be a change in building ownership, use and/or change in the project scope.

A 10-day notification with the State of Michigan may or may not be required for the asbestos removal on this project; please consult with AAI for a project by project determination on this requirement.

7.0 Recommendations

The results of laboratory testing during the asbestos inspection conducted at 880 First Street, indicates that 15 of the 51 building materials sampled were found to contain asbestos.

Contractors, architects, engineers, the building owner and all of their employees working on this project need to review and understand this survey. If any contractors, architects, engineers or employees of the owner find materials not sampled as part of this survey they should assume the material to contain asbestos then immediately stop work and notify AAI so that additional testing and/or necessary clean-up can be performed. Although every effort was made to sample all suspect ACM's during the inspection hidden, concealed or missed materials may exist within the project scope.

Based on the visual inspection, analytical results, pertinent observations and AAI's understanding of the planned project, the following recommendations are offered:

- * Retain AAI to professionally abate all ACM building materials prior to demolition.
- * If, during the course of renovation, materials not identified in this report are observed, stop demolition and contact AAI for additional sampling.

APPENDIX A
INSPECTOR(S) CREDENTIALS

Name and Address

Name RAUSER, ANDREW J.
Address C/O ASBESTOS ABATEMENT INC. 2420 N GRAND RIVER AVENUE
LANSING, MI 48906

License Information

Accreditation Type	ID #	Status	Expiration Date	Training Expiration Date
Contractor/Supervisor	A40568	Apprvd - Full	6/28/2025	1/5/2025
Inspector	A40568	Apprvd - Full	6/17/2025	12/11/2024

APPENDIX B

LABORATORY CERTIFICATION

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 102118-0

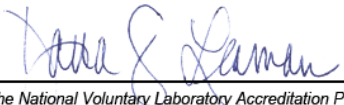
Apex Research, Inc.
Brighton, MI

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2023-10-01 through 2024-09-30
Effective Dates



For the National Voluntary Laboratory Accreditation Program

APPENDIX C
INSPECTION DATA

Asbestos Inspection Data-Bulk Sample Log
880 First Street

<u>HA #</u>	<u>HA Description</u>	<u>Sample Location</u>	<u>Friable</u>	<u>ACM</u>	<u>Quantity Total</u>
1	Tar and Flashing	Rooftop of Older Building at base and on top of Elevator/Mechanical Room	No	Yes	160 SF
2	Flat Roof	Older Building Flat Roof	No	No	
3	Orange/Red Brick and Mortar	Rooftop Elevator/Mechanical Room	No	No	
4	Ceramic Block and Mortar	Rooftop Elevator/Mechanical Room	No	No	
5	Tar	Remnants around Rooftop Elevator/Mechanical Room Exterior	No	Yes	5 SF
6	Transite Debris	Loose Remnants near center area of Old Building Rooftop	No	Yes	1 SF
7	Tar and Flashing	Old Building Rooftop at Perimeter Walls	No	Yes	280 SF
8	Tar and Flashing	Old Building Rooftop Steel Column Penetrations	No	No	
9	Stucco Debris	Old Building Rooftop, Addition Rooftop and Ground Surface	No	No	
10	Ceiling Panels, 2'x4', White, Pinhole/Fissure	Stairwell ceilings and debris	Yes	No	
11	Plaster	Near Elevators on Each Floor	Yes	No	
12	Mastic, Black (Glue Pods)	On Plaster Walls behind Wallboard System	No	Yes	100 SF
13	Mastic, Black	Floors 2-5 on Terrazzo	No	No	
14	Terrazzo, Tan	Floors 2-5	No	No	
15	Pipe Fitting Insulation	5 th Floor Roof Drains	Yes	No	
16	CMU Block and Mortar	North Stair Well and Elevator Shafts	No	No	

Asbestos Inspection Data-Bulk Sample Log
880 First Street

<u>HA #</u>	<u>HA Description</u>	<u>Sample Location</u>	<u>Friable</u>	<u>ACM</u>	<u>Quantity Total</u>
17	Terrazzo, Green	Floors 2-5	No	No	
18	Spray Applied Fireproofing, Light Grey	Steel Decking of Old Building	Yes	No	
19	CMU Block and Mortar	South Stairwell	No	No	
20	Ceramic Tile/Grout/Mortar, 2"x1" Brown	Floors 2-5	No	No	
21	Ceramic Tile/Grout/Mortar, 2" White Hexagonal	Floors 2-5	No	No	
22	Tar/Flashing	Near South Exterior Wall on 2 nd Floor near South Stairwell	No	Yes	20 SF
23	Building Sealant/Caulk – Gray and Black Layers	Addition Roof meets Old Building at 2 nd floor below Rubber Roofing	No	Yes	40 LF
24	Multiple Layer Caulking/Sealants	Addition Roof meets Old Building at 2 nd floor	No	Yes	40 LF
25	Window Glazing	Steel Frame Windows in Stairwell	No	No	
26	Tar/Flashing	2 nd Floor at Expansion Joint between buildings	No	Yes	80 LF
27	Building Caulk, Gray	Base of Ground Floor Exterior Wall	No	No	
28	Terrazzo, Black and Tan	Ground Floor	No	No	
29	Transite	Older Building Ground Floor Exterior Wall Footing	No	Yes	4 SF
30	Concrete Floor	5 Story Building Section	No	No	
31	Concrete on Steel Beams/Columns	5 Story Building Section	No	No	
32	Mastic, Black	Ground Floor	No	Yes	2000 SF

Asbestos Inspection Data-Bulk Sample Log
880 First Street

<u>HA #</u>	<u>HA Description</u>	<u>Sample Location</u>	<u>Friable</u>	<u>ACM</u>	<u>Quantity Total</u>
33	Spray Applied Fireproofing, Tan	Ground Floor of Old Building	Yes	No	
34	Mastic, Black	Steel Columns of New Addition at NW Former Entrance	No	Yes	5 SF
35	Tar and Flashing	North Side of Old Building Exterior between 1 st /2 nd floors on Orange Brick	No	Yes	5 SF
36	Spray Applied Fireproofing, Light Gray, Soft	1 st Floor Newer Addition Steel Beams and Columns	Yes	No	
37	Spray Applied Fireproofing, Light Gray, Soft	Basement of Newer Addition Steel Beams and Columns	Yes	No	
38	Flooring Adhesive	Ground Floor Ramp	No	No	
39	Concrete	Newer Addition Ground Floor and Basement	No	No	
40	Concrete Ceiling/Roofing Segments	Newer Addition	No	No	
41	Pipe Fitting Insulation	Newer Addition	Yes	No	
42	Mastic, Black	Ground Floor Vault Floor	No	No	
43	Mastic, Black	Addition Basement Large Room	No	No	
44	Mastic, Black	Addition Basement Smaller Room along East Wall	No	No	
45	Wall Mastic (Glue Pods), Black	NE Corner Room of Addition Basement	No	No	
46	Floor Mastic, Black Dots	NE Corner Room of Addition	No	No	

Asbestos Inspection Data-Bulk Sample Log
880 First Street

<u>HA #</u>	<u>HA Description</u>	<u>Sample Location</u>	<u>Friable</u>	<u>ACM</u>	<u>Quantity Total</u>
47	Building Caulk, White	Basement Ceiling of New Addition between Concrete	No	Yes	2400 LF
48	Mastic, Black	Basement Floor of Older Building	No	No	
49	Wallboard System	Stairwell next to Elevators, Basement to 5 th Floor	No	Yes	3600 SF
50	Cork and Plaster Ceiling	Basement Mechanical Rooms in Older Building	No	No	
51	Stair Tread and Adhesive, Red	Both Stairwells	No	No	



HA #1. Tar and Flashing Layers. On and Around Rooftop Elevator/Mechanical Room.



HA #5. Tar on Exterior of Rooftop Elevator/Mechanical Room.



HA #6. Transite Debris on Older Building Roof.



HA #7. Tar and Flashing around Perimeter of Older Building Roof.



HA #12. Mastic on Plaster Walls (Behind Wallboard Systems)



HA #22. Tar and Flashing at base of 2nd floor South wall near Stairwell.



HA #23. Building Sealant (Gray) and Tar Layer (Black). 2nd Floor/Newer Addition Roof, below rubber roofing membrane.



HA #24. Multiple Layers of Caulking/Sealants. 2nd Floor/Newer Addition Roof.



HA #29. Transite. Ground Floor of Older Building. Pieces stuck in Cement on Former Exterior Wall Foundations.



HA #32. Mastic, Black. Ground Floor Lobby.



HA #34. Mastic on Steel Columns of Newer Addition.



HA #35. Tar and Flashing on North Exterior wall of Older Section between 1st and 2nd Floors.



HA #47. Building Caulk, White. Between Precast Concrete Roof and Ceiling Decking on Newer Section of the Building.

APPENDIX D
ANALYTICAL DATA

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 01 Cust. #: 1A Material: Tar Location: Roof Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 01a Cust. #: 1A Material: Flashing - Tar/Felt Location: Roof Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 50% Fiberglass - 10% Other - 30%
Lab ID #: 114247 - 02 Cust. #: 1B Material: Tar Location: Roof Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

APEX Research Inc., 7717 Kensington Ct., Brighton, MI 48116
(734) 449-9990, Fax (734) 449-9991

Page 1 of 78

Page 243 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



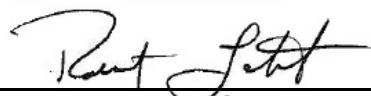
Report To:

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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 02a Cust. #: 1B Material: Flashing - Tar/Felt Location: Roof Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 50% Fiberglass - 10% Other - 30%
Lab ID #: 114247 - 03 Cust. #: 1C Material: Tar Location: Roof Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 03a Cust. #: 1C Material: Flashing - Tar/Felt Location: Roof Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 50% Fiberglass - 10% Other - 30%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 2 of 78

Page 244 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 04 Cust. #: 2A Material: Flat Roof Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 5% Fiberglass - 30% Other - 65%
Lab ID #: 114247 - 05 Cust. #: 2B Material: Flat Roof Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 10% Fiberglass - 30% Other - 60%
Lab ID #: 114247 - 06 Cust. #: 2C Material: Flat Roof Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 10% Fiberglass - 30% Other - 60%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 3 of 78

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 07 Cust. #: 3A Material: Brick (Orange/Red) Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 07a Cust. #: 3A Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 2 of 3	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 07b Cust. #: 3A Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

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(734) 449-9990, Fax (734) 449-9991

Page 4 of 78

Page 246 of 377

Certificate of Laboratory Analysis
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Project: City of Muskegon 880 1st St.
Project #: 2260



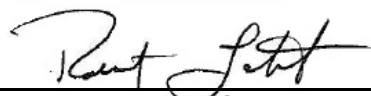
Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 08 Cust. #: 3B Material: Brick (Orange/Red) Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 08a Cust. #: 3B Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 2 of 3	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 08b Cust. #: 3B Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 5 of 78

Page 247 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



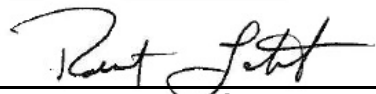
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ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 09 Cust. #: 3C Material: Brick (Orange/Red) Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 09a Cust. #: 3C Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 2 of 3	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 09b Cust. #: 3C Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Robert T. Letarte Jr., Laboratory Director

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Page 6 of 78

Page 248 of 377

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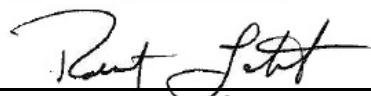
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 10 Cust. #: 4A Material: Ceramic Block Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 10a Cust. #: 4A Material: Mortar Location: Appearance: white, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 11 Cust. #: 4B Material: Ceramic Block Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 7 of 78

Page 249 of 377

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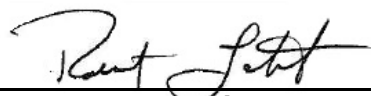
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 11a Cust. #: 4B Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 12 Cust. #: 4C Material: Ceramic Block Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 12a Cust. #: 4C Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Robert T. Letarte Jr., Laboratory Director

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Page 8 of 78

Page 250 of 377

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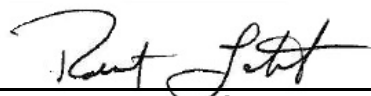
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 13 Cust. #: 5A Material: Tar Remnants Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 14 Cust. #: 5B Material: Tar Remnants Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 15 Cust. #: 5C Material: Tar Remnants Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%

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Robert T. Letarte Jr., Laboratory Director

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Page 9 of 78

Page 251 of 377

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 16 Cust. #: 6A Material: Transite Debris Location: Roof Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 17 Cust. #: 6B Material: Transite Debris Location: Roof Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 18 Cust. #: 6C Material: Transite Debris Location: Roof Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%

For Layered Samples, each component will be analyzed and reported separately.

A handwritten signature in black ink, appearing to read "Robert T. Letarte Jr.".

Robert T. Letarte Jr., Laboratory Director

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Page 10 of 78

Page 252 of 377

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 19 Cust. #: 7A Material: Tar Location: Perimeter Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 19a Cust. #: 7A Material: Flashing - Tar/Felt Location: Perimeter Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 15% Fiberglass - 20% Other - 55%
Lab ID #: 114247 - 20 Cust. #: 7B Material: Tar Location: Perimeter Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%

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Robert T. Letarte Jr., Laboratory Director

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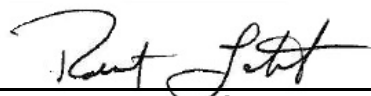
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 20a Cust. #: 7B Material: Flashing - Tar/Felt Location: Perimeter Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 10% Fiberglass - 30% Other - 50%
Lab ID #: 114247 - 21 Cust. #: 7C Material: Tar Location: Perimeter Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 21a Cust. #: 7C Material: Flashing - Tar/Felt Location: Perimeter Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Fiberglass - 30% Other - 60%

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Page 12 of 78

Page 254 of 377

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: City of Muskegon 880 1st St.
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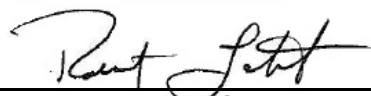
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 22 Cust. #: 8A Material: Tar Location: Steel Beams Appearance: black, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 22a Cust. #: 8A Material: Flashing - Felt Location: Steel Beams Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%
Lab ID #: 114247 - 23 Cust. #: 8B Material: Tar Location: Steel Beams Appearance: black, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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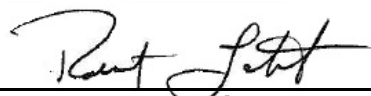
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 23a Cust. #: 8B Material: Flashing - Felt Location: Steel Beams Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Fiberglass - 35% Other - 65%
Lab ID #: 114247 - 24 Cust. #: 8C Material: Tar Location: Steel Beams Appearance: black, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 24a Cust. #: 8C Material: Flashing - Felt Location: Steel Beams Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Fiberglass - 35% Other - 65%

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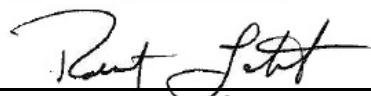
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 25 Cust. #: 9A Material: Stucco Debris Location: Roof Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 26 Cust. #: 9B Material: Stucco Debris Location: Roof Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 27 Cust. #: 9C Material: Stucco Debris Location: Roof Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 28 Cust. #: 10A Material: 2x4 Ceiling Panel Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 40% Mineral Wool - 30% Other - 30%
Lab ID #: 114247 - 29 Cust. #: 10B Material: 2x4 Ceiling Panel Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 40% Mineral Wool - 30% Other - 30%
Lab ID #: 114247 - 30 Cust. #: 10C Material: 2x4 Ceiling Panel Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 40% Mineral Wool - 30% Other - 30%

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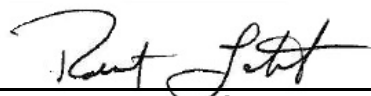
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 31 Cust. #: 11A Material: Plaster Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 31a Cust. #: 11A Material: Plaster Base Coat Location: Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 32 Cust. #: 11B Material: Plaster Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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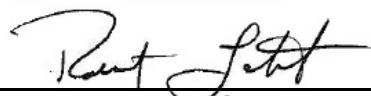
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ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 32a Cust. #: 11B Material: Plaster Base Coat Location: Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 33 Cust. #: 11C Material: Plaster Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 33a Cust. #: 11C Material: Plaster Base Coat Location: Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%

For Layered Samples, each component will be analyzed and reported separately.


 Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 18 of 78

Page 260 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



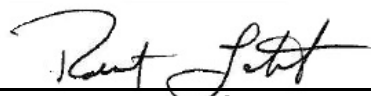
Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 34 Cust. #: 11D Material: Plaster Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 34a Cust. #: 11D Material: Plaster Base Coat Location: Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: 114247 - 35 Cust. #: 11E Material: Plaster Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Robert T. Letarte Jr., Laboratory Director

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Page 19 of 78

Page 261 of 377

Certificate of Laboratory Analysis
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Project: City of Muskegon 880 1st St.
Project #: 2260



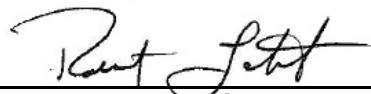
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 35a Cust. #: 11E Material: Plaster Base Coat Location: Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 2% Other - 98%
Lab ID #: 114247 - 36 Cust. #: 11F Material: Plaster Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 36a Cust. #: 11F Material: Plaster Base Coat Location: Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Robert T. Letarte Jr., Laboratory Director

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Page 20 of 78

Page 262 of 377

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Test Method, Polarized Light Microscopy (PLM)

Project: City of Muskegon 880 1st St.
Project #: 2260



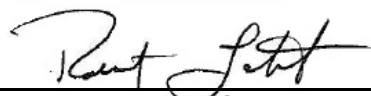
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 37 Cust. #: 11G Material: Plaster Finish Coat Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 37a Cust. #: 11G Material: Plaster Base Coat Location: Appearance: grey, fibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 38 Cust. #: 12A Material: Mastic on Walls - Black Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 2%	Other - 98%

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 Robert T. Letarte Jr., Laboratory Director

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Page 21 of 78

Page 263 of 377

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Project #: 2260



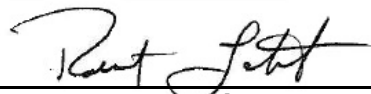
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 39 Cust. #: 12B Material: Mastic on Walls - Black Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 2%	Other - 98%
Lab ID #: 114247 - 40 Cust. #: 12C Material: Mastic on Walls - Black Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 41 Cust. #: 13A Material: Mastic on Floor - Black Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Robert T. Letarte Jr., Laboratory Director

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Page 22 of 78

Page 264 of 377

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Project #: 2260



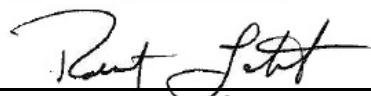
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 42 Cust. #: 13B Material: Mastic on Floor - Black Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 43 Cust. #: 13C Material: Mastic on Floor - Black Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 44 Cust. #: 14A Material: Terrazzo - Tan Location: Appearance: grey, nonfibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


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Page 23 of 78

Page 265 of 377

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Test Method, Polarized Light Microscopy (PLM)

Project: City of Muskegon 880 1st St.
Project #: 2260



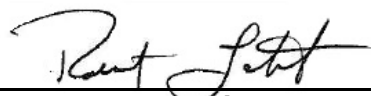
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 45 Cust. #: 14B Material: Terrazzo - Tan Location: Appearance: grey, nonfibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 46 Cust. #: 14C Material: Terrazzo - Tan Location: Appearance: grey, nonfibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 47 Cust. #: 15A Material: Pipe Fitting Insulation Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 15% Other - 85%

For Layered Samples, each component will be analyzed and reported separately.


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Page 24 of 78

Page 266 of 377

Certificate of Laboratory Analysis
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 48 Cust. #: 15B Material: Pipe Fitting Insulation Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 20% Other - 80%
Lab ID #: 114247 - 49 Cust. #: 15C Material: Pipe Fitting Insulation Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 20% Other - 80%
Lab ID #: 114247 - 50 Cust. #: 16A Material: CMU Block Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


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Page 25 of 78

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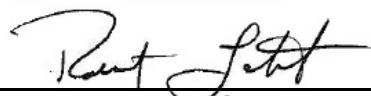
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 50a Cust. #: 16A Material: Mortar Location: Appearance: white, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 51 Cust. #: 16B Material: CMU Block Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 51a Cust. #: 16B Material: Mortar Location: Appearance: white, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 26 of 78

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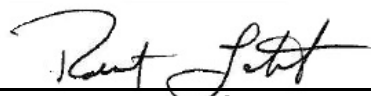
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 52 Cust. #: 16C Material: CMU Block Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 52a Cust. #: 16C Material: Mortar Location: Appearance: white, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 53 Cust. #: 17A Material: Terrazzo - Green Location: Appearance: green, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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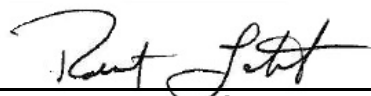
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 53a Cust. #: 17A Material: Mortar Location: Appearance: beige, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 54 Cust. #: 17B Material: Terrazzo - Green Location: Appearance: green, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 54a Cust. #: 17B Material: Mortar Location: Appearance: beige, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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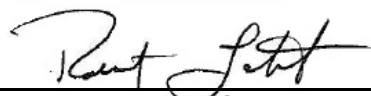
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 55 Cust. #: 17C Material: Terrazzo - Green Location: Appearance: green, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 55a Cust. #: 17C Material: Mortar Location: Appearance: beige, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 56 Cust. #: 18A Material: Spray-On Insulation Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 10% Other - 90%

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Page 29 of 78

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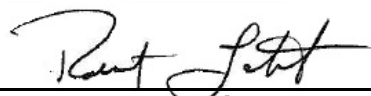
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 57 Cust. #: 18B Material: Spray-On Insulation Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 10% Other - 90%
Lab ID #: 114247 - 58 Cust. #: 18C Material: Spray-On Insulation Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 10% Other - 90%
Lab ID #: 114247 - 59 Cust. #: 19A Material: CMU Block Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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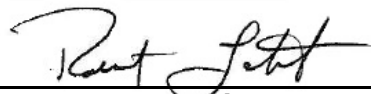
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ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 59a Cust. #: 19A Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 60 Cust. #: 19B Material: CMU Block Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 60a Cust. #: 19B Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 31 of 78

Page 273 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 61 Cust. #: 19C Material: CMU Block Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 61a Cust. #: 19C Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 62 Cust. #: 20A Material: Ceramic Tile - 2"x4", Brown Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Page 32 of 78

Page 274 of 377

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: City of Muskegon 880 1st St.
Project #: 2260



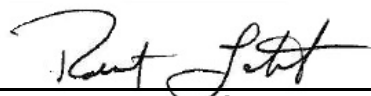
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 62a Cust. #: 20A Material: Grout Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 62b Cust. #: 20A Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 63 Cust. #: 20B Material: Ceramic Tile - 2"x4", Brown Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


 Robert T. Letarte Jr., Laboratory Director

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Page 33 of 78

Page 275 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 63a Cust. #: 20B Material: Grout Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 63b Cust. #: 20B Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 64 Cust. #: 20C Material: Ceramic Tile - 2"x4", Brown Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Robert T. Letarte Jr., Laboratory Director

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Page 34 of 78

Page 276 of 377

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Test Method, Polarized Light Microscopy (PLM)

Project: City of Muskegon 880 1st St.
Project #: 2260



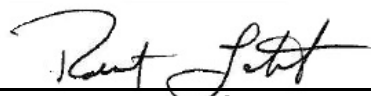
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 64a Cust. #: 20C Material: Grout Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 64b Cust. #: 20C Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 65 Cust. #: 21A Material: Ceramic Tile - 2" Hex Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


 Robert T. Letarte Jr., Laboratory Director

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Page 35 of 78

Page 277 of 377

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Project: City of Muskegon 880 1st St.
Project #: 2260



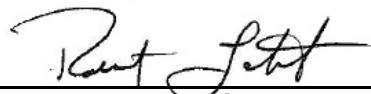
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 65a Cust. #: 21A Material: Grout Location: Appearance: white, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 65b Cust. #: 21A Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 66 Cust. #: 21B Material: Ceramic Tile - 2" Hex Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 36 of 78

Page 278 of 377

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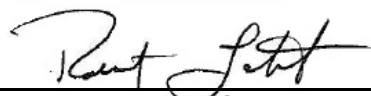
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 66a Cust. #: 21B Material: Grout Location: Appearance: white, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 66b Cust. #: 21B Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 67 Cust. #: 21C Material: Ceramic Tile - 2" Hex Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

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Page 37 of 78

Page 279 of 377

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Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



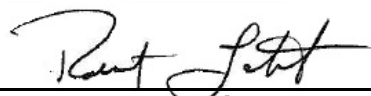
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 67a Cust. #: 21C Material: Grout Location: Appearance: white, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 67b Cust. #: 21C Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 68 Cust. #: 22A Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

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Page 38 of 78

Page 280 of 377

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

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Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 68a Cust. #: 22A Material: Roof Flashing - Tar/Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 40% Fiberglass - 10% Other - 40%
Lab ID #: 114247 - 69 Cust. #: 22B Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 69a Cust. #: 22B Material: Roof Flashing - Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 40% Fiberglass - 10% Other - 40%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Project: City of Muskegon 880 1st St.
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Lansing, MI 48906

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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 70 Cust. #: 22C Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 70a Cust. #: 22C Material: Roof Flashing - Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 40% Fiberglass - 10% Other - 40%
Lab ID #: 114247 - 71 Cust. #: 23A Material: Caulking/Sealant - Gray Location: Appearance: grey, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 2%	Other - 98%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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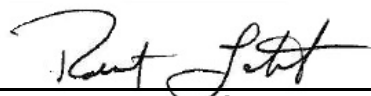
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 71a Cust. #: 23A Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 72 Cust. #: 23B Material: Caulking/Sealant - Gray Location: Appearance: grey, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 2%	Other - 98%
Lab ID #: 114247 - 72a Cust. #: 23B Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

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Page 41 of 78

Page 283 of 377

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Project: City of Muskegon 880 1st St.
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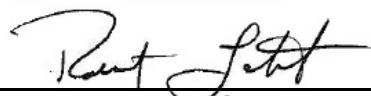
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 73 Cust. #: 23C Material: Caulking/Sealant - Gray Location: Appearance: grey, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 2%	Other - 98%
Lab ID #: 114247 - 73a Cust. #: 23C Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 74 Cust. #: 24A Material: White Caulk Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

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Page 42 of 78

Page 284 of 377

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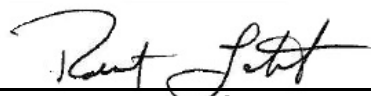
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 74a Cust. #: 24A Material: Beige Caulk Location: Appearance: beige, fibrous, nonhomogenous Layer: 2 of 3	Asbestos Present: YES Chrysotile - 2%	Other - 98%
Lab ID #: 114247 - 74b Cust. #: 24A Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 3 of 3	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 75 Cust. #: 24B Material: White Caulk Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


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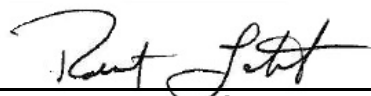
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 75a Cust. #: 24B Material: Beige Caulk Location: Appearance: beige, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 5%	Other - 95%
Lab ID #: 114247 - 76 Cust. #: 24C Material: White Caulk Location: Appearance: white, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 76a Cust. #: 24C Material: Beige Caulk Location: Appearance: beige, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 5%	Other - 95%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

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Page 44 of 78

Page 286 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



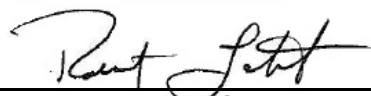
Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 77 Cust. #: 25A Material: Window Glazing Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 78 Cust. #: 25B Material: Window Glazing Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 79 Cust. #: 25C Material: Window Glazing Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Robert T. Letarte Jr., Laboratory Director

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Page 45 of 78

Page 287 of 377

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Project: City of Muskegon 880 1st St.
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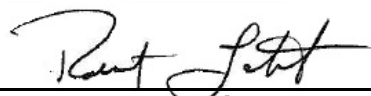
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 80 Cust. #: 26A Material: Tar Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 80a Cust. #: 26A Material: Flashing - Tar/Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 15% Fiberglass - 15% Other - 60%
Lab ID #: 114247 - 81 Cust. #: 26B Material: Tar Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%

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Page 46 of 78

Page 288 of 377

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Test Method, Polarized Light Microscopy (PLM)

Project: City of Muskegon 880 1st St.
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 81a Cust. #: 26B Material: Flashing - Tar/Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 40% Fiberglass - 10% Other - 40%
Lab ID #: 114247 - 82 Cust. #: 26C Material: Tar Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 82a Cust. #: 26C Material: Flashing - Tar/Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 40% Fiberglass - 10% Other - 40%

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Page 47 of 78

Page 289 of 377

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 83 Cust. #: 27A Material: Exterior Building Caulk Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 84 Cust. #: 27B Material: Exterior Building Caulk Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 85 Cust. #: 27C Material: Exterior Building Caulk Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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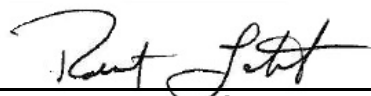
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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 86 Cust. #: 28A Material: Terrazzo - Black & Tan Location: Appearance: black, nonfibrous, nonhomogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 86a Cust. #: 28A Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 87 Cust. #: 28B Material: Terrazzo - Black & Tan Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 49 of 78

Page 291 of 377

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 87a Cust. #: 28B Material: Mortar Location: Appearance: grey, nonfibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 88 Cust. #: 28C Material: Terrazzo - Black & Tan Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 88a Cust. #: 28C Material: Mortar Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 50 of 78

Page 292 of 377

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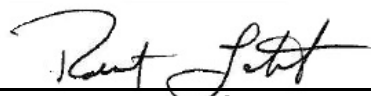
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 89 Cust. #: 29A Material: Transite Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 90 Cust. #: 29B Material: Transite Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 91 Cust. #: 29C Material: Transite Location: Appearance: grey, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%

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Page 51 of 78

Page 293 of 377

Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: City of Muskegon 880 1st St.
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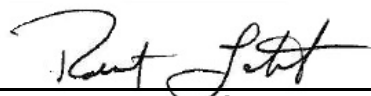
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 92 Cust. #: 30A Material: Concrete - Floors Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 93 Cust. #: 30B Material: Concrete - Floors Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 94 Cust. #: 30C Material: Concrete - Floors Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Project: City of Muskegon 880 1st St.
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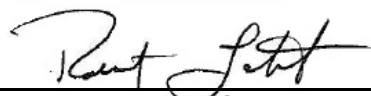
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 95 Cust. #: 31A Material: Concrete on Beams Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 96 Cust. #: 31B Material: Concrete on Beams Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 97 Cust. #: 31C Material: Concrete on Beams Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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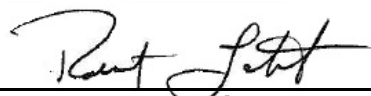
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 98 Cust. #: 32A Material: Mastic Location: 1st Floor Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 5%	Other - 95%
Lab ID #: 114247 - 99 Cust. #: 32B Material: Mastic Location: 1st Floor Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 5%	Other - 95%
Lab ID #: 114247 - 100 Cust. #: 32C Material: Mastic Location: 1st Floor Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 5%	Other - 95%

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Page 54 of 78

Page 296 of 377

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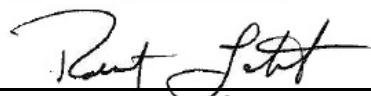
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 101 Cust. #: 33A Material: Spray-On Insulation Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Fiberglass - 10% Mica - 10% Other - 60%
Lab ID #: 114247 - 102 Cust. #: 33B Material: Spray-On Insulation Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Fiberglass - 10% Mica - 10% Other - 60%
Lab ID #: 114247 - 103 Cust. #: 33C Material: Spray-On Insulation Location: Appearance: beige, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Fiberglass - 10% Mica - 10% Other - 60%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 104 Cust. #: 34A Material: Mastic - Black Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 105 Cust. #: 34B Material: Mastic - Black Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 106 Cust. #: 34C Material: Mastic - Black Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%

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Page 56 of 78

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Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 107 Cust. #: 35A Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 107a Cust. #: 35A Material: Flashing - Tar/Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 50% Other - 40%
Lab ID #: 114247 - 108 Cust. #: 35B Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%

For Layered Samples, each component will be analyzed and reported separately.

A handwritten signature in black ink, appearing to read "Robert T. Letarte Jr.".

Robert T. Letarte Jr., Laboratory Director

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Page 57 of 78

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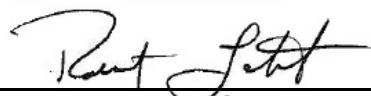
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2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 108a Cust. #: 35B Material: Flashing - Tar/Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 50% Other - 40%
Lab ID #: 114247 - 109 Cust. #: 35C Material: Tar Location: Appearance: black, fibrous, homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114247 - 109a Cust. #: 35C Material: Flashing - Tar/Felt Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 10%	Cellulose - 50% Other - 40%

For Layered Samples, each component will be analyzed and reported separately.


 Robert T. Letarte Jr., Laboratory Director

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Page 58 of 78

Page 300 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
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Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 110 Cust. #: 36A Material: Spray-On Insulation Location: East 1st Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 25% Other - 75%
Lab ID #: 114247 - 111 Cust. #: 36B Material: Spray-On Insulation Location: East 1st Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 25% Other - 75%
Lab ID #: 114247 - 112 Cust. #: 36C Material: Spray-On Insulation Location: East 1st Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 25% Other - 75%

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Page 59 of 78

Page 301 of 377

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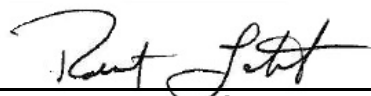
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 113 Cust. #: 37A Material: Spray-On Insulation Location: East Basement Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 25% Other - 75%
Lab ID #: 114247 - 114 Cust. #: 37B Material: Spray-On Insulation Location: East Basement Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 25% Other - 75%
Lab ID #: 114247 - 115 Cust. #: 37C Material: Spray-On Insulation Location: East Basement Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 25% Other - 75%

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Page 60 of 78

Page 302 of 377

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 116 Cust. #: 38A Material: Mastic/Adhesive Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 117 Cust. #: 38B Material: Mastic/Adhesive Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 118 Cust. #: 38C Material: Mastic/Adhesive Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 61 of 78

Page 303 of 377

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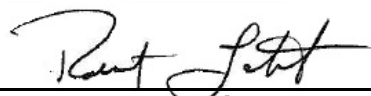
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 119 Cust. #: 39A Material: Concrete Floor Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 120 Cust. #: 39B Material: Concrete Floor Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 121 Cust. #: 39C Material: Concrete Floor Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 62 of 78

Page 304 of 377

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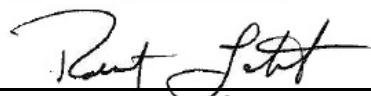
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 122 Cust. #: 40A Material: Concrete Roof Location: Deck Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 123 Cust. #: 40B Material: Concrete Roof Location: Deck Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 124 Cust. #: 40C Material: Concrete Roof Location: Deck Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 63 of 78

Page 305 of 377

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 125 Cust. #: 41A Material: Pipe Fitting Insulation Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 15% Other - 85%
Lab ID #: 114247 - 126 Cust. #: 41B Material: Pipe Fitting Insulation Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 15% Other - 85%
Lab ID #: 114247 - 127 Cust. #: 41C Material: Pipe Fitting Insulation Location: Appearance: beige, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Mineral Wool - 15% Other - 85%

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Page 64 of 78

Page 306 of 377

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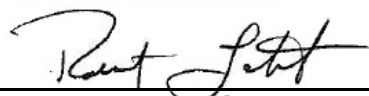
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 128 Cust. #: 42A Material: Mastic Location: Vault Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 129 Cust. #: 42B Material: Mastic Location: Vault Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 130 Cust. #: 42C Material: Mastic Location: Vault Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 65 of 78

Page 307 of 377

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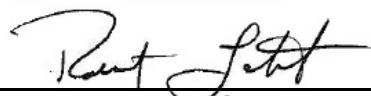
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 131 Cust. #: 43A Material: Mastic Location: Basement Large Room Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 132 Cust. #: 43B Material: Mastic Location: Basement Large Room Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 133 Cust. #: 43C Material: Mastic Location: Basement Large Room Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 134 Cust. #: 44A Material: Mastic Location: Basement Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 135 Cust. #: 44B Material: Mastic Location: Basement Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 136 Cust. #: 44C Material: Mastic Location: Basement Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Page 67 of 78

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 137 Cust. #: 45A Material: Mastic on Walls - Black Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 138 Cust. #: 45B Material: Mastic on Walls - Black Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 139 Cust. #: 45C Material: Mastic on Walls - Black Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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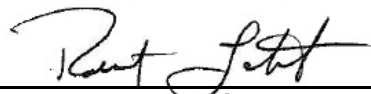
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 140 Cust. #: 46A Material: Mastic - Black, 6", Dots Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 141 Cust. #: 46B Material: Mastic - Black, 6", Dots Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114247 - 142 Cust. #: 46C Material: Mastic - Black, 6", Dots Location: Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%

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Page 69 of 78

Page 311 of 377

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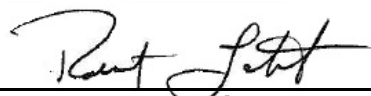
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 143 Cust. #: 47A Material: Building Caulk - White Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 5%	Other - 95%
Lab ID #: 114247 - 144 Cust. #: 47B Material: Building Caulk - White Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 5%	Other - 95%
Lab ID #: 114247 - 145 Cust. #: 47C Material: Building Caulk - White Location: Appearance: white, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 5%	Other - 95%

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Page 70 of 78

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 146 Cust. #: 48A Material: Mastic - Black Location: Old Building Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 147 Cust. #: 48B Material: Mastic - Black Location: Old Building Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 148 Cust. #: 48C Material: Mastic - Black Location: Old Building Appearance: black, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



NVLAP Lab Code 102118-0

APEX Research Inc., 7717 Kensington Ct., Brighton, MI 48116
(734) 449-9990, Fax (734) 449-9991

Page 71 of 78

Page 313 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 149 Cust. #: 49A Material: Wallboard Location: Appearance: white, fibrous, nonhomogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 114247 - 149a Cust. #: 49A Material: Joint Compound Location: Appearance: white, fibrous, homogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 2%	Other - 98%
Lab ID #: 114247 - 150 Cust. #: 49B Material: Wallboard Location: Appearance: white, fibrous, nonhomogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 72 of 78

Page 314 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



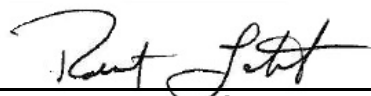
Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 150a Cust. #: 49B Material: Joint Compound Location: Appearance: white, fibrous, homogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 2%	Other - 98%
Lab ID #: 114247 - 151 Cust. #: 49C Material: Wallboard Location: Appearance: white, fibrous, nonhomogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Other - 80%
Lab ID #: 114247 - 151a Cust. #: 49C Material: Joint Compound Location: Appearance: white, fibrous, homogenous Layer: 2 of 2	Asbestos Present: YES Chrysotile - 2%	Other - 98%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 73 of 78

Page 315 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



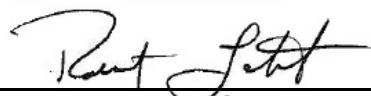
Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 152 Cust. #: 50A Material: Cork Location: Appearance: brown, fibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 95% Other - 5%
Lab ID #: 114247 - 152a Cust. #: 50A Material: Plaster Finish Coat Ceiling Location: Appearance: white, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 152b Cust. #: 50A Material: Plaster Base Coat Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 74 of 78

Page 316 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 153 Cust. #: 50B Material: Cork Location: Appearance: brown, fibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 90% Other - 10%
Lab ID #: 114247 - 153a Cust. #: 50B Material: Plaster Finish Coat Ceiling Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 153b Cust. #: 50B Material: Plaster Base Coat Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 75 of 78

Page 317 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 154 Cust. #: 50C Material: Cork Location: Appearance: brown, fibrous, homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Cellulose - 95% Other - 5%
Lab ID #: 114247 - 154a Cust. #: 50C Material: Plaster Finish Coat Ceiling Location: Appearance: grey, nonfibrous, homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 154b Cust. #: 50C Material: Plaster Base Coat Location: Appearance: grey, nonfibrous, homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 76 of 78

Page 318 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



Report To:

Mr. Cody Adams
Asbestos Abatement, Inc.
2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 155 Cust. #: 51A Material: Stair Tread - Red Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 155a Cust. #: 51A Material: Glue Location: Appearance: yellow, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 156 Cust. #: 51B Material: Stair Tread - Red Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 77 of 78

Page 319 of 377

Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: City of Muskegon 880 1st St.
Project #: 2260



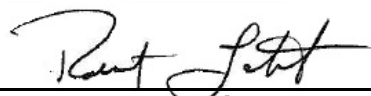
Report To:

Mr. Cody Adams
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2420 N Grand River
Lansing, MI 48906

ARI Report # 24-114247
Date Collected: 11/12/24
Date Received: 11/19/24
Date Analyzed: 11/20-21/24
Date Reported: 11/21/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114247 - 156a Cust. #: 51B Material: Glue Location: Appearance: yellow, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 157 Cust. #: 51C Material: Stair Tread - Red Location: Appearance: red, nonfibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114247 - 157a Cust. #: 51C Material: Glue Location: Appearance: yellow, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Page 78 of 78

Page 320 of 377



APEX Research, Inc.

7717 Kensington Ct., Brighton, MI 48116 Phone: (734) 449 - 9990, Fax (734) 449 - 9991 www.ApexMI.com

Apex #

114247

Page 1

Company: Asbestos Abatement Inc.
 Customer Name: Andy Rausser
 Address: 2420 Grand River Ave.
 City, St., Zip: Lansing MI 48906
 Phone: 517 323 0052 Fax: _____

Date of Survey: 11/12/24
 Project Name: City of Muskegon 880 1st St
 Project #: 2260
 Contact Person: Cody Adams
 Email: CAdams@asbestosabatementinc.com

Turn Around Time: (circle one) **Daily Sample Reception Cutoff: 3 pm, Lead Same Day Cutoff: 10:30 am

Circle analyses required, indicate type and quantity

Same Day

24 Hour

Asbestos: Bulk X

Air _____

Other _____

Point Count _____

48 Hour

3-5 Day

Lead / Cad / Chrome : Paint _____

Air _____

ASTM E1792 Wipe _____

Other: _____

TTP

Mold: Bulk _____

Air _____

Tape _____

Other _____

If RUSH, please specify above.

***Terms & Conditions on other side

(Test Till Positive)

Smoke/Soot/Char: Bulk _____

Wipe _____

Tape _____

Other _____

Lab ID	Customer ID #	Material/Location	Volume	Area	Results
	1 ABC	Tar / Flashing - Roof			
	2 ABC	Flat Roof			
	3 ABC	Brick + mortar - orange / Red brick			
	4 ABC	Ceramic Black + mortar			
	5 ABC	Tar Remnants			
	6 ABC	Transite Debris - Roof			
	7 ABC	Tar / Flashing - Perimeter			
	8 ABC	Tar / Flashing - Steel Beams			
	9 ABC	Stucco Debris - Roof			
	10 ABC	2x4 Ceiling Panel			
	11 ABCDEFG	Plaster			
	12 ABC	Mastic on walls - Black			
	13 ABC	Mastic on floor - Black			
	14 ABC	Terrazzo, Tan			
	15 ABC	Pipe Fitting Insulation			

RECEIVED

Relinquished By: [Signature]
 Date: 11/19/24

Received By: _____
 Time/Date: _____

Relinquished By: _____
 Date: _____

Received By: [Signature]
 Time/Date: NOV 19 2024



APEX Research, Inc.

7717 Kensington Ct., Brighton, MI 48116 Phone: (734) 449 - 9990, Fax (734) 449 - 9991 www.ApexMI.com

Apex #

114247

Page 2

Company: Asbestos Abatement Inc.
 Customer Name: Andy Rawser
 Address: 2420 Grand River Ave.
 City, St., Zip: Lansing MI 48906
 Phone: 517 323 0052 Fax: _____

Date of Survey: 11/12/24
 Project Name: City of Muskegon 880 1st St
 Project #: 2260
 Contact Person: _____
 Email: _____

Turn Around Time: (circle one) **Daily Sample Reception Cutoff: 3 pm, Lead Same Day Cutoff: 10:30 am

Circle analyses required, indicate type and quantity

Same Day

24 Hour

Asbestos: Bulk ☒ Air _____ Other _____ Point Count _____

48 Hour

3-5 Day

Lead / Cad / Chrome : Paint _____ Air _____ ASTM E1792 Wipe _____

Other: _____

TTP

Mold: Bulk _____ Air _____ Tape _____ Other _____

If RUSH, please specify above.

***Terms & Conditions on other side

(Test Till Positive)

Smoke/Soot/Char: Bulk _____ Wipe _____ Tape _____ Other _____

Lab ID	Customer ID #	Material/Location	Volume	Area	Results
	16 ABC	CMU Block + mortar			
	17 ABC	Termazzo - Green			
	18 ABC	Spray on Insulation			
	19 ABC	CMU Block + mortar			
	20 ABC	Ceramic Tile / Grout / mortar 2"x1" Brown			
	21 ABC	Ceramic Tile / Grout / mortar - 2" HED			
	22 ABC	Roof Flashing / Tar			
	23 ABC	Caulking / Sealant - multiple layers ^{gray}			
	24 ABC	multiple layer Caulking			
	25 ABC	Window glazing			
	26 ABC	Flashing / Tar			
	27 ABC	Exterior Bulldy Caulk			
	28 ABC	Termazzo - Black + Tan			
	29 ABC	Transite			
	30 ABC	Concrete - Floors			

Relinquished By: AB

Received By: _____

Relinquished By: _____

Received By: ST

Date: 11/19/24

Time/Date: _____

Date: _____

Time/Date: 0800 NOV 19 2024

RECEIVED



APEX Research, Inc.

7717 Kensington Ct., Brighton, MI 48116 Phone: (734) 449 - 9990, Fax (734) 449 - 9991 www.ApexMI.com

Apex #

114247

Page 3

Company: Asbestos Abatement Inc.
 Customer Name: Andy Rawser
 Address: 2420 Grand River Ave.
 City, St., Zip: Lansing MI 48906
 Phone: 517 323 0052 Fax: _____

Date of Survey: 11/12/24
 Project Name: City of Muskegon 880 1st St
 Project #: 2260
 Contact Person: _____
 Email: _____

Turn Around Time: (circle one) **Daily Sample Reception Cutoff: 3 pm, Load Same Day Cutoff: 10:30 am

Circle analyses required, indicate type and quantity

Same Day

24 Hour

Asbestos: Bulk ☒

Air

Other

Point Count

48 Hour

3-5 Day

Lead / Cad / Chrome: Paint

Air

ASTM E1792 Wipe

Other: _____

TTP

Mold: Bulk

Air

Tape

Other

If RUSH, please specify above.

***Terms & Conditions on other side

(Test Till Positive)

Smoke/Soot/Char: Bulk

Wipe

Tape

Other

Lab ID	Customer ID #	Material/Location	Volume	Area	Results
	31 ABC	Concrete on Beams			
	32 ABC	Mastic - 1st Fl			
	33 ABC	Spray-on Insulation			
	34 ABC	mastic - Black			
	35 ABC	Tar / Flashing			
	36 ABC	Spray-on Insulation - East 1st			
	37 ABC	Spray-on Insulation - East Bsmr			
	38 ABC	mastic / Adhesive			
	39 ABC	Concrete Floor			
	40 ABC	Concrete Roof Deck			
	41 ABC	Pipe Fitting Insulation			
	42 ABC	Mastic - Vault			
	43 ABC	Mastic - Basement Large Room			
	44 ABC	Mastic - Basement			
	45 ABC	Mastic on walls - Black			

Relinquished By: ASR

Date: 11/19/24

Received By: _____

Time/Date: _____

Relinquished By: _____

Date: _____

Received By: ST

Time/Date: 0800

NOV 19 2024

APEX RESEARCH



APEX Research, Inc.

7717 Kensington Ct., Brighton, MI 48116 Phone: (734) 449 - 9990, Fax (734) 449 - 9991 www.ApexMI.com

Annex #

114247

Page
4

Company: Asbestos Abatement, Inc.

Customer Name: Andy Ranses

Address: 2420 Grand River Ave.

City, St., Zip: Lansley ME 48906

Phone: 517 323 0052 Fax:

Date of Survey: 11/12/24

Project Name: City of Muskegon 880 1st St

Project #: 2260

Contact Person: _____

Email: _____

Turn Around Time: (circle one) **Daily Sample Reception Cutoff: 3 pm, Lead Same Day Cutoff: 10:30 am

Circle analyses required, indicate type and quantity

~~Same Day~~

24 Hour

Asbestos: Bulk ☒ Air ☐ Other ☐ Point Count ☐

~~48 Hour~~

3-5 Day

Lead / Cad / Chrome : Paint Air ASTM E1792 Wipe

Other:

TTP

Mold:	Bulk	Air	Tape	Other
-------	------	-----	------	-------

If RUSH, please specify above.

(Test Till Positive)

Smoke/Soot/Char: Bulk Wipe Tape Other

***Terms & Conditions on other side

[illegible]

Relinquished By: AS/

Date: 11/19/24

Received By: _____

Time/Date: _____

Relinquished By: _____

Date: _____

Received By: SR NOV 19 2024
Time/Date: 0800

Time/Date: 0800 NOV 19 2024

RECEIVED

APEX RESEARCH

APPENDIX E

DEFINITIONS & CLASSIFICATIONS

Asbestos Definitions and Classifications

ACM	(Asbestos Containing Material) – Commercial asbestos product containing more than 1% asbestos. ACM must be disposed as hazardous waste. Note: Federal OSHA and Cal-OSHA control materials containing any amount of asbestos.
ACBM	(Asbestos Containing Building Material) – AHERA/ASHARA term for material containing more than 1% asbestos in or on interior structural members or other structural components. Includes covered walkways, porticos and exterior HVAC TSI.
ACCM	(Asbestos Containing Construction Material) – California term for a manufactured construction material containing greater than .1% (one tenth of one percent) asbestos.
PACM	(Presumed Asbestos Containing Material) OSHA considers all TSI and surfacing materials installed prior to 1980 to be ACM unless proven otherwise.
Friable	Asbestos Containing Material that can be crumbled pulverized or reduced to powder by hand pressure when dry.
NOA	Naturally Occurring Asbestos. CARB defines as having >.25% by point counting.
ACM	CARB term for naturally occurring asbestos >.25% by point counting
DACM	Designated Asbestos Containing Material: Floortile installed before 1981

Categories of Asbestos Used BY EPA AHERA/ASHARA and OSHA/Cal-OSHA

TSI	(Thermal System Insulation) - “Thermal system insulation (TSI)” means ACM applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain. “Thermal system insulation ACM” is thermal system insulation which contains more than 1% asbestos.
SURFACING (usually mixed on site at time of application)	“Surfacing material” means material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes). “Surfacing ACM” means surfacing material which contains more than 1% asbestos. NOTE: OSHA/Cal-OSHA do not classify skim coat, taping mud, floor tile mastic, stucco, leveling compound, and hard wall plasters or wall texturing as surfacing.
MISC.	All other ACM, including classify taping mud, floor tile mastic, stucco, leveling compound, and hard wall plasters or wall texturing as surfacing.

NESHAPS Categories for Asbestos

(Used by Air Quality Management Districts for Renovation and Demolition)

Category I	Cat I Non-friable Asbestos Containing Material (ACM) refers to asbestos containing packing, gaskets, resilient floor covering, Galbestos, and asphalt roofing products containing more than 1% asbestos.
Category II	Cat II Non-friable Asbestos-Containing Material (ACM) is any material that is not Cat I that contains greater than 1% asbestos.
RACM	“Regulated Asbestos-Containing Material.” – Friable manufactured asbestos material (ACM) or a Category I non-friable ACM that has become friable OR a Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading OR Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations. RACM should be removed prior to renovation or demolition.



December 6, 2024

Contessa Alexander
Development Analyst
City of Muskegon
933 Terrace St.
Muskegon, MI 49440

RE: 880 First Street Abatement Proposal

Asbestos Abatement Inc. (AAI) is pleased to provide you with the following proposal for your consideration. The scope of work is limited to the work described below only and not for any other substance or condition. The price included applicable taxes.

Scope by AAI:

Removal and disposal of asbestos containing materials in NESHAP survey dated 11/25/24
Required personal air monitoring and clearances included. Continuous third-party air monitoring not included.
State notification and permits included

Price = \$94,125

Notes/Disclaimers: work hours are M-F during normal business hours.

The quoted rates are valid for 30 days from the date listed at the top of this agreement.

If you have any questions, feel free to call me. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Busterna".

Mike Busterna
Project Manager/Estimator



MAKING WAY FOR PROGRESS



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Concur with CRC Recommendations to Accept Resignations and Make Appointment															
Submitted by: Ann Meisch, City Clerk	Department: City Clerk															
Brief Summary: To concur with the Community Relations Committee recommendation to accept the resignation of Barry Williams from the Housing Commission and to appoint Jesse De Los Santos.																
Detailed Summary & Background:																
Goal/Focus Area/Action Item Addressed: <u>Key Focus Areas:</u> <u>Goal/Action Item:</u>																
Amount Requested:	Budgeted Item: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>X</td><td></td></tr></table>	Yes		No		N/A	X									
Yes		No		N/A	X											
Fund(s) or Account(s):	Budget Amendment Needed: <table border="1"><tr><td>Yes</td><td></td><td>No</td><td></td><td>N/A</td><td>x</td><td></td></tr></table>	Yes		No		N/A	x									
Yes		No		N/A	x											
Recommended Motion: Concur with the Community Relations Committee recommendation to accept the resignation of Barry Williams from the Housing Commission and to appoint Jesse De Los Santos.																
Approvals: <table border="1"><tr><td>Immediate Division Head</td><td></td><td></td></tr><tr><td>Information Technology</td><td></td><td></td></tr><tr><td>Other Division Heads</td><td></td><td></td></tr><tr><td>Communication</td><td></td><td></td></tr><tr><td>Legal Review</td><td></td><td></td></tr></table>	Immediate Division Head			Information Technology			Other Division Heads			Communication			Legal Review			Guest(s) Invited / Presenting: No
Immediate Division Head																
Information Technology																
Other Division Heads																
Communication																
Legal Review																



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: December 10, 2024	Title: Brownfield Plan Amendment, Lakeshore Hotel Partners, LLC, 181 and 201 Viridian Drive
Submitted by: Contessa Alexander, Development Analyst	Department: Economic Development

Brief Summary:
Lakeshore Hotel Partners, LLC has submitted a Brownfield Plan Amendment for the Harbor 31 Hotel redevelopment at 181 and 201 Viridian Drive. The project involves constructing a five-story hotel with 126 rooms, and 146 parking spaces.

Detailed Summary & Background:
The project site, located at 181 and 201 Viridian Drive, is currently vacant but has a long history of industrial use dating back to the 1800s. This industrial activity has left the property with various contaminants. The developer is in the process of completing both a Phase I Environmental Site Assessment (ESA) and a Baseline Environmental Assessment (BEA).

The contaminants identified on-site include benzo(a)pyrene, fluoranthene, naphthalene, phenanthrene, arsenic, cadmium, chromium (total), copper, lead, selenium, zinc, and nickel. Given the historical usage and the presence of these contaminants, the property qualifies as an eligible property under the Michigan Redevelopment Financing Act, Act 381 of 1996.

A Brownfield Plan has been established to reimburse both existing and anticipated eligible costs to the developer. Tax increment revenues (TIR) will be captured from local sources only to facilitate this reimbursement. The total cost of eligible activities anticipated for reimbursement, inclusive of contingencies, is estimated at \$2,392,792. Additionally, the BRA administrative costs are expected to be up to \$364,771, with an estimated capture of TIR for the Local Brownfield Revolving Fund (LBRF) up to \$890,145.

Project Overview and Tax Increment Financing Plan
The redevelopment project, with an initial taxable value set at the 2024 combined amount of \$200,800, is scheduled to begin construction in fall 2024 and reach completion by fall 2025. Upon completion, the taxable value of the property is projected to increase to approximately \$5,000,000.

Tax Increment Revenue (TIR) Collection
Tax increment revenue collection will commence within five years of the plan's adoption, it is anticipated to start as early as 2026. An estimated schedule of captured taxable value by year is presented in Table 2 of the Brownfield Plan. Reimbursements will be based on the actual tax increment realized. Once all eligible expenses have been reimbursed, the Brownfield Redevelopment Authority (BRA) may capture up to five additional years of tax increment revenues to deposit into the Local Brownfield Revolving Fund (LBRF), or until the total eligible activity costs are met, whichever is sooner.

Public Act 255 Commercial Redevelopment Act Tax Abatement

The project also seeks a 12-year tax abatement under Public Act 255, the Commercial Redevelopment Act, to support the redevelopment efforts.

Plan Duration and Capture Timeline

The plan is designed to remain in place for 25 years or until all eligible activities are fully reimbursed. If eligible costs are covered sooner, up to five additional years of TIR capture may continue for LBRF funding. However, the maximum plan duration will not exceed 30 years.

Eligible Activities and Costs

The following are the estimated costs for eligible activities under this plan:

- Site Assessment and Baseline Environmental Assessment Activities: \$20,000
- Site Demolition Activities: \$10,000
- Due Care Activities: \$370,000
- Site Preparation: \$997,000
- Local Only Eligible Activities Subtotal: \$1,397,000
- Contingency (15%): \$205,050
- Interest Expense (5%): \$770,742
- Brownfield Plan/Work Plan Preparation: \$10,000
- Brownfield Plan/Work Plan Implementation: \$10,000

Total Cost for Local Only Eligible Activities: \$2,392,792

Goal/Focus Area/Action Item Addressed:**Key Focus Areas:**

Progress toward completion of ongoing economic development projects

Goal/Action Item:

2027 Goal 2: Economic Development Housing and Business

Amount Requested:

N/A

Budgeted Item:

Yes		No		N/A	X	
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Fund(s) or Account(s):

N/A

Budget Amendment Needed:

Yes		No		N/A	X	
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Recommended Motion:

I motion to approve the resolution for the Brownfield Plan Amendment for the Harbor 31 Hotel and authorize the City Mayor and City Clerk to sign the attached resolution.

Approvals:

Immediate Division Head	X	
Information Technology		

Guest(s) Invited / Presenting:

No

Other Division Heads			
Communication			
Legal Review			



Act 381 Brownfield Plan

Harbor 31 Hotel
181 and 201 Viridian Drive
Muskegon, Michigan 49440

Prepared For:
City of Muskegon Brownfield Redevelopment Authority

Project No. 240340
October 30, 2024

Act 381 Brownfield Plan

**Harbor 31 Hotel
181 and 201 Viridian Drive
Muskegon, Michigan 49440**

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

**October 30, 2024
Project No. 240340**

**Recommended for Approval by Brownfield Redevelopment Authority on: _____
Adopted by the City of Muskegon City Commission on: _____**

1.0	Introduction	1
1.1	Proposed Redevelopment and Future Use for Each Eligible Property	1
1.2	Eligible Property Information	1
2.0	Information Required by Section 13(2) of the Statute	2
2.1	Description of Costs to be Paid for with Tax Increment Revenues	2
2.1.1	Pre-Approved Activities	2
2.1.2	Department Specific Activities	2
2.1.3	Site Preparation	2
2.1.4	Brownfield Plan/Work Plan Preparation	2
2.1.5	Brownfield Plan/Work Plan Implementation	2
2.1.6	Interest	3
2.1.7	Contingency	3
2.1.8	Authority Administration Cost	3
2.1.9	Local Brownfield Revolving Fund	3
2.2	Summary of Eligible Activities	3
2.3	Estimate of Captured Taxable Value and Tax Increment Revenues	3
2.4	Method of Financing and Description of Advances Made by the Municipality	4
2.5	Maximum Amount of Note or Bonded Indebtedness	4
2.6	Duration of Brownfield Plan	4
2.7	Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions	4
2.8	Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property	4
2.9	Estimates of Residents and Displacement of Individuals/Families	5
2.10	Plan for Relocation of Displaced Persons	5
2.11	Provisions for Relocation Costs	5
2.12	Strategy for Compliance with Michigan's Relocation Assistance Law	5
2.13	Other Material that the Authority or Governing Body Considers Pertinent	5

List of Figures

Figure 1 – Location Map of the Eligible Property

Figure 2 – Site Plans

List of Tables

Table 1 – Summary of Eligible Costs

Table 2 – Total Captured Incremental Taxes Estimates

Table 3 – Estimated Reimbursement Schedule

List of Appendices

Appendix 1 Brownfield Plan Resolution(s)

Appendix 2 Development/Reimbursement Agreement

Appendix 3 Notice to Taxing Jurisdictions

Appendix 4 Notice of Public Hearing

Appendix 5 Environmental Data Tables and Map

List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Authority	City of Muskegon Brownfield Redevelopment Authority
BEA	Baseline Environmental Assessment
Developer	Lakeshore Hotel Partners, LLC
ESA	Environmental Site Assessment
LBRF	Local Brownfield Revolving Fund
NREPA	Natural Resources and Environmental Protect Act
PA	Public Act
Plan Amendment	Brownfield Plan Amendment
Property	181 and 201 Viridian Drive
QLGU	Qualified Local Governmental Unit

1.0 Introduction

The City of Muskegon Brownfield Redevelopment Authority (the “Authority”) was established by the City of Muskegon pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of 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 the 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 Lakeshore Hotel Partners, LLC (“Developer”) for the cost of eligible activities required to redevelop the eligible property. See Appendix 1 for copies of Plan Amendment resolutions.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer is proposing to redevelop the Harbor 31 Element Hotel located at 181 and 201 Viridian Drive (the “Property”). The proposed redevelopment activities for “Element Muskegon” include the construction of a five-story hotel with 126 hotel rooms, 146 parking spaces, and two elevators. Amenities include two meeting rooms, an indoor pool, a gym, and a restaurant and bar on the fifth floor along with an outdoor patio and dining. The total amount of project investment is estimated to be \$28,800,000 with 30–35 full-time equivalent jobs created as a result of this development. Construction is expected to start in fall 2024 and be completed by fall 2025. The proposed site plan is included in Figure 2.

This project serves a public purpose in the City of Muskegon, a Qualified Local Governmental Unit (QLGU), expanding the tax base, investing significant capital into the community, and creating new jobs. Within walking distance from both Muskegon Lake and Downtown Muskegon’s Social District, the Element Muskegon will be a key part of the 31-acre lakefront Harbor 31 master-planned community, which includes homes, townhomes, apartments, senior living, office space, and a marina for residents and visitors. There is no existing hotel or hotel in development on this level of service within the region, so it will draw both community members and national visitors looking to visit this region and Lake Michigan.

1.2 Eligible Property Information

Parcel ID: 61-24-607-000-0007-00
181 Viridian Drive, Muskegon, Michigan 49440
Approximately 0.99 acres

Parcel ID: 61-24-607-000-0006-00
201 Viridian Drive, Muskegon, Michigan 49440
Approximately 2.0 acres

The property is located in the City of Muskegon, a QLGU pursuant to Act 381.

The Property has been historically utilized for industrial purposes dating back to the 1800s. Based on 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 include benzo(a)pyrene, fluoranthene, naphthalene, phenanthrene, arsenic, cadmium, chromium (total), copper, lead, selenium, zinc, and nickel.

The Developer is not a liable party and is in the process of completing a Phase I Environmental Site Assessment (ESA) and 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 soil contamination, the Property is a “facility” pursuant to Part 201 of NREPA. As such, it is considered an “eligible property” as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Historic environmental data tables and associated sample location maps are provided in Appendix 5.

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

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

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by the Developer. Tax increment revenues will be captured for reimbursement from local-only tax increment revenues.

The total cost of eligible activities anticipated to be reimbursed to the Developer, inclusive of contingencies, is anticipated to be \$2,392,792. Authority administrative costs are anticipated to be up to \$364,771. While all activities are eligible, as defined in Act 381, the estimated eligible activities and costs under this plan are summarized in Table 1. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be up to \$890,145.

2.1.1 Pre-Approved Activities

Eligible costs for reimbursement include Pre-Approved Activities, permitted to occur prior to Plan Amendment adoption. Preparation of Phase I and II ESA(s), BEA, and Documentation of Due Care Compliance (DDCC) are necessary to protect the new Property owner/Developer from liability for environmental contamination. Additional due care assessment and/or planning activities are anticipated including, but not limited to, the preparation of a soil management plan and health and safety plan. The total cost is anticipated to be \$20,000.

Demolition costs up to \$250,000 are preapproved under Act 381. Site demolition, including the removal of curbs and gutters, is anticipated to support the redevelopment. The total cost is anticipated to be \$10,000.

The total Pre-Approved Activities cost is \$20,000.

2.1.2 Department Specific Activities

Due care activities will include additional investigative sampling and implementation of vapor concerns. Due care costs will include environmental consultant oversight and management. If needed, engineering barriers, including site concrete and paving, are anticipated to cost \$160,000, a vapor mitigation system is anticipated to cost \$160,000, and contaminated soil removal and disposal is anticipated to cost \$50,000, totaling \$370,000.

2.1.3 Site Preparation

Site preparation activities are anticipated to include clearing and grubbing (\$5,000), cut and fill operations (\$5,000), dewatering (\$30,000), excavation of unstable material (\$60,000), fill (\$71,000), foundation work/helical piers to address special soil concerns (\$620,000), staking (\$30,000), temporary construction access/roads (\$6,000), temporary erosion control (\$8,000), temporary site control (\$12,000), and associated soft costs (\$150,000). The total cost of site preparation activities is anticipated to be \$997,000.

2.1.4 Brownfield Plan/Work Plan Preparation

Preparation of the Brownfield Plan is estimated to cost \$10,000.

2.1.5 Brownfield Plan/Work Plan Implementation

Implementation of the Brownfield Plan is estimated to cost \$10,000.

2.1.6 Interest

A 5% simple interest calculation is anticipated on the total costs annually. The total cost is anticipated to be \$770,742.

2.1.7 Contingency

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The total contingency cost is anticipated at \$205,050.

2.1.8 Authority Administration Cost

Eligible costs incurred by the Authority are included in this plan as an eligible expense at 10% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as \$364,771.

2.1.9 Local Brownfield Revolving Fund

The Authority intends to capture tax increments for deposits in the LBRF for an estimated five years, or as allowed by the statute. This capture is estimated to be up to \$890,145.

2.2 Summary of Eligible Activities

Environmental Activities

Pre-approved environmental costs and department specific activities are anticipated to be reimbursed through a Brownfield Plan local-only tax increment revenues.

Non-Environmental Activities

Because the City of Muskegon is a QLGU, additional non-environmental costs defined in Section 2(o)(ii) of Act 381 can be reimbursed through a Brownfield Plan. While all eligible activities as defined by Act 381 are eligible, this plan is estimated to provide reimbursement of eligible site demolition, site preparation, development of the Brownfield Plan costs, and interest expense. These costs will be reimbursed with local-only tax increment revenues.

Authority Expenses

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

Contingencies

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The plan does not include a contingency on pre-approved activities or the preparation of the Brownfield Plan.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 combined taxable value, \$200,800. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available tax increment revenues, including real and personal property tax increment revenues.

The project is intended to start construction in fall 2024 and be completed by fall 2025. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2026.

Future taxable value estimates have been derived using the redevelopment information provided by the Developer and reviewing market comparables. After the completion of the project, the projected taxable value is

estimated at \$5,000,000. In addition to tax increment financing, a Public Act 255 Commercial Redevelopment Act Tax Abatement is being pursued for this development for an estimated 12 years. Reimbursements will be made on the actual tax increment that is realized. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into an LBRF or an amount not to exceed the total cost of eligible activities. The Authority intends to capture tax increments for deposits in the LBRF for an estimated five years. The plan also includes a flat fee of 10% of the local tax increment for administrative and operating expenses of the Authority. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

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

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

2.5 Maximum Amount of Note or Bonded Indebtedness

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

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2026. This plan will then remain in place for 25 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities or 30 years), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

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

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

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

A map showing eligible property dimensions is attached in Figure 1.

The legal descriptions for the parcels are as follows:

Parcel ID No.: 61-24-607-000-0007-00

CITY OF MUSKEGON MUSKEGON LAKESHORE SMARTZONE UNIT G FIFTH AMEND TO MASTER DEED L/P 4292/128 SUBJ TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTRIC EASEMENT RECORD'D L/P 3630/646

Parcel ID No.: 61-24-607-000-0006-00

CITY OF MUSKEGON MUSKEGON LAKESHORE SMARTZONE UNIT F FIFTH AMEND TO MASTER DEED L/P 4292/128 SUBJ TO ELECTRIC ESMT REC L/P 3591/578 SBJT TO ELECTRIC EASEMENT RECORD'D L/P 3630/646

The property is located in the City of Muskegon, a QLGU pursuant to Act 381. The property qualifies as “eligible property” under Act 381 on the basis of meeting the definition of “facility.” This Brownfield Plan does intend to capture tax increment revenues associated with personal property tax, if available.

2.9 Estimates of Residents and Displacement of Individuals/Families

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

2.10 Plan for Relocation of Displaced Persons

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

2.11 Provisions for Relocation Costs

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

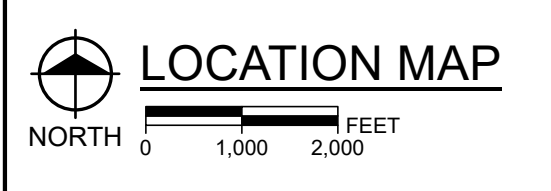
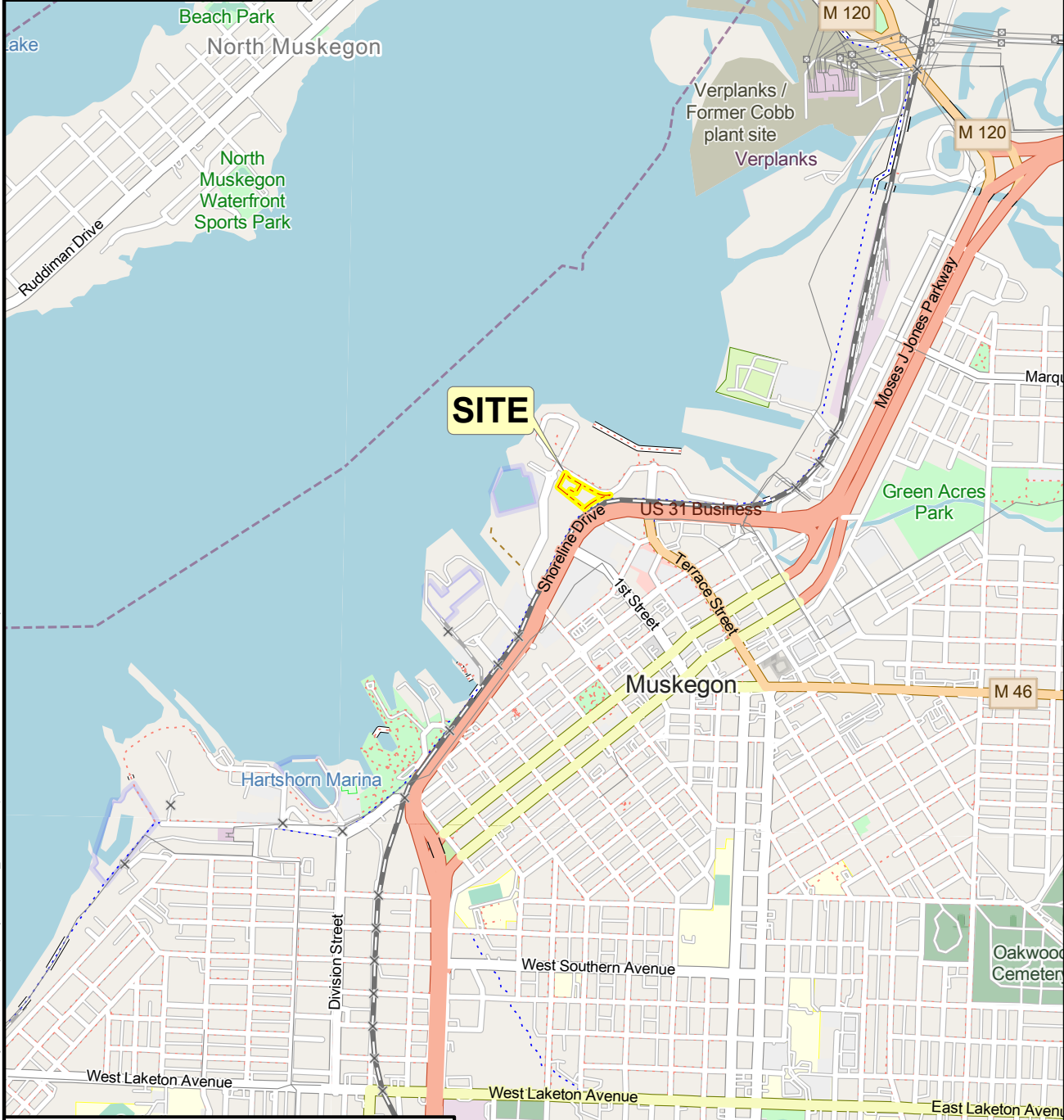
2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

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

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figures



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.

201 & 181 Viridian Drive
Muskegon, Michigan
Brownfield Plan

PROJECT NO.
240340

FIGURE NO.
1

DATA SOURCES: ESRI STREET MAP.

PLOT INFO: Z:\2024\240340\CAD\GIS\Pro\Browfield Plan.aprx Layout: FIG01_Location Map Date: 6/11/2024 11:32 AM User: ebucye

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<u>PARKING SUMMARY</u>		
LODGING	(1 PER ROOM)	129 SPACES
1ST FLOOR OFFICE/RETAIL (1,176 SF.)	(1 PER 500SF.)	3 SPACES
5TH FLOOR OFFICE/RETAIL (6,938 SF.)	(1 PER 500SF.)	13 SPACES
		146 SPACES





 **SECOND FLOOR**
3/32"=1'-0"





 **FOURTH FLOOR**
3/32"=1'-0"





NORTH ELEVATION

11.22.23



ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



WEST ELEVATION

11.22.23



element
BY WESTIN

ELEMENT HOTEL

HARBOR 31 MUSKEGON, MICHIGAN



HENRICKSON
ARCHITECTURE + PLANNING



EAST ELEVATION



SOUTH ELEVATION

Tables

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan

Harbor 31 Hotel

Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities	Cost
Site Assessment and Baseline Environmental Assessment Activities	\$ 20,000
<i>Phase I ESA, Phase II ESA, BEA, DDCC</i>	\$ 20,000
Site Demolition Activities	\$ 10,000
<i>Site Demolition</i>	\$ 10,000
Due Care Activities	\$ 370,000
<i>Engineered Barriers</i>	\$ 160,000
<i>Vapor Intrusion Mitigation System</i>	\$ 160,000
<i>Contaminated Soil Removal and Disposal</i>	\$ 50,000
Site Preparation	\$ 997,000
<i>Clearing and Grubbing</i>	\$ 5,000
<i>Cut & Fill Operations</i>	\$ 5,000
<i>Dewatering</i>	\$ 30,000
<i>Excavation of Unstable Material</i>	\$ 60,000
<i>Fill</i>	\$ 71,000
<i>Foundation Work to Address Special Soil Concerns (Helical Piers)</i>	\$ 620,000
<i>Staking</i>	\$ 30,000
<i>Temporary Construction Access/Roads</i>	\$ 6,000
<i>Temporary Erosion Control</i>	\$ 8,000
<i>Temporary Site Control</i>	\$ 12,000
<i>Soft Costs (architectural, engineering)</i>	\$ 150,000
Local Only Eligible Activities Subtotal	\$ 1,397,000
Contingency (15%)	\$ 205,050
Interest Expense (5%)	\$ 770,742
Brownfield Plan/Work Plan Preparation	\$ 10,000
Brownfield Plan/Work Plan Implementation	\$ 10,000
Local Only Eligible Activities Total Costs	\$ 2,392,792

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan
Harbor 31 Hotel
181 201 Viridian Drive
Muskegon, MI

Estimated Taxable Value (TV) Increase Rate: 2% increase per year																												
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	Totals	
Calendar Year		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050		
*Base Taxable Value		\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ 200,800	\$ -	
Future Taxable Value		\$ 5,000,000	\$ 5,100,000	\$ 5,202,000	\$ 5,306,040	\$ 5,412,161	\$ 5,520,404	\$ 5,630,812	\$ 5,743,428	\$ 5,858,297	\$ 5,975,463	\$ 6,094,972	\$ 6,216,872	\$ 6,341,209	\$ 6,468,033	\$ 6,597,394	\$ 6,729,342	\$ 6,863,929	\$ 7,001,207	\$ 7,141,231	\$ 7,284,056	\$ 7,429,737	\$ 7,578,332	\$ 7,729,898	\$ 7,884,496	\$ 8,042,186	\$ -	
Incremental Difference (New TV - Base TV)		\$ 4,799,200	\$ 4,899,200	\$ 5,001,200	\$ 5,105,240	\$ 5,211,361	\$ 5,319,604	\$ 5,430,012	\$ 5,542,628	\$ 5,657,497	\$ 5,774,663	\$ 5,894,172	\$ 6,016,072	\$ 6,140,409	\$ 6,267,233	\$ 6,396,594	\$ 6,528,542	\$ 6,663,129	\$ 6,800,407	\$ 6,940,431	\$ 7,083,256	\$ 7,228,937	\$ 7,377,532	\$ 7,529,098	\$ 7,683,696	\$ 7,841,386	\$ -	
School Capture		Millage Rate																										
State Education Tax (SET)		18.0000	\$ 43,193	\$ 44,093	\$ 45,011	\$ 45,947	\$ 46,902	\$ 47,876	\$ 48,870	\$ 49,884	\$ 50,917	\$ 51,972	\$ 53,048	\$ 54,145	\$ 110,527	\$ 112,810	\$ 115,139	\$ 117,514	\$ 119,936	\$ 122,407	\$ 124,928	\$ 127,499	\$ 130,121	\$ 132,796	\$ 135,524	\$ 138,307	\$ 141,145	\$ 2,210,509
School Operating Tax		6.0000	\$ 28,795	\$ 29,395	\$ 30,007	\$ 30,631	\$ 31,268	\$ 31,918	\$ 32,580	\$ 33,256	\$ 33,945	\$ 34,648	\$ 35,365	\$ 36,096	\$ 36,842	\$ 37,603	\$ 38,380	\$ 39,171	\$ 39,979	\$ 40,802	\$ 41,643	\$ 42,500	\$ 43,374	\$ 44,265	\$ 45,175	\$ 46,102	\$ 47,048	\$ 930,789
School Total		24.0000	\$ 71,988	\$ 73,488	\$ 75,018	\$ 76,579	\$ 78,170	\$ 79,794	\$ 81,450	\$ 83,139	\$ 84,862	\$ 86,620	\$ 88,413	\$ 90,241	\$ 147,370	\$ 150,414	\$ 153,518	\$ 156,685	\$ 159,915	\$ 163,210	\$ 166,570	\$ 169,998	\$ 173,494	\$ 177,061	\$ 180,698	\$ 184,409	\$ 188,193	\$ 3,141,298
Local Capture		Millage Rate																										
County Operating		5.5637	\$ 13,351	\$ 13,629	\$ 13,913	\$ 14,202	\$ 14,497	\$ 14,798	\$ 15,105	\$ 15,419	\$ 15,738	\$ 16,064	\$ 16,397	\$ 16,736	\$ 34,163	\$ 34,869	\$ 35,589	\$ 36,323	\$ 37,072	\$ 37,835	\$ 38,614	\$ 39,409	\$ 40,220	\$ 41,046	\$ 41,890	\$ 42,750	\$ 43,627	\$ 683,256
County Museum		0.3169	\$ 760	\$ 776	\$ 792	\$ 809	\$ 826	\$ 843	\$ 860	\$ 878	\$ 896	\$ 915	\$ 934	\$ 953	\$ 1,946	\$ 1,986	\$ 2,027	\$ 2,069	\$ 2,112	\$ 2,155	\$ 2,199	\$ 2,245	\$ 2,291	\$ 2,338	\$ 2,386	\$ 2,435	\$ 2,485	\$ 38,917
County Veterans		0.0739	\$ 177	\$ 181	\$ 185	\$ 189	\$ 193	\$ 197	\$ 201	\$ 205	\$ 209	\$ 213	\$ 218	\$ 222	\$ 454	\$ 463	\$ 473	\$ 482	\$ 492	\$ 503	\$ 513	\$ 523	\$ 534	\$ 545	\$ 556	\$ 568	\$ 579	\$ 9,075
Senior Citizen Services		0.4921	\$ 1,181	\$ 1,205	\$ 1,231	\$ 1,256	\$ 1,282	\$ 1,309	\$ 1,336	\$ 1,364	\$ 1,392	\$ 1,421	\$ 1,450	\$ 1,480	\$ 3,022	\$ 3,084	\$ 3,148	\$ 3,213	\$ 3,279	\$ 3,346	\$ 3,415	\$ 3,486	\$ 3,557	\$ 3,630	\$ 3,705	\$ 3,781	\$ 3,859	\$ 60,433
Central Dispatch		0.2952	\$ 708	\$ 723	\$ 738	\$ 754	\$ 769	\$ 785	\$ 801	\$ 818	\$ 835	\$ 852	\$ 870	\$ 888	\$ 1,813	\$ 1,850	\$ 1,888	\$ 1,927	\$ 1,967	\$ 2,007	\$ 2,049	\$ 2,091	\$ 2,134	\$ 2,178	\$ 2,223	\$ 2,268	\$ 2,315	\$ 36,252
Community College		2.1693	\$ 5,205	\$ 5,314	\$ 5,425	\$ 5,537	\$ 5,653	\$ 5,770	\$ 5,890	\$ 6,012	\$ 6,136	\$ 6,263	\$ 6,393	\$ 6,525	\$ 13,320	\$ 13,596	\$ 13,876	\$ 14,162	\$ 14,454	\$ 14,752	\$ 15,056	\$ 15,366	\$ 15,682	\$ 16,004	\$ 16,333	\$ 16,668	\$ 17,010	\$ 266,403
MAISD		4.6773	\$ 11,224	\$ 11,458	\$ 11,696	\$ 11,939	\$ 12,188	\$ 12,441	\$ 12,699	\$ 12,962	\$ 13,231	\$ 13,505	\$ 13,784	\$ 14,069	\$ 28,721	\$ 29,314	\$ 29,919	\$ 30,536	\$ 31,165	\$ 31,808	\$ 32,462	\$ 33,131	\$ 33,812	\$ 34,507	\$ 35,216	\$ 35,939	\$ 36,677	\$ 574,401
City Operating		9.8554	\$ 23,649	\$ 24,142	\$ 24,644	\$ 25,157	\$ 25,680	\$ 26,213	\$ 26,757	\$ 27,312	\$ 27,878	\$ 28,456	\$ 29,045	\$ 29,645	\$ 60,516	\$ 61,766	\$ 63,041	\$ 64,341	\$ 65,668	\$ 67,021	\$ 68,401	\$ 69,808	\$ 71,244	\$ 72,709	\$ 74,202	\$ 75,726	\$ 77,280	\$ 1,210,303
City Sanitation		2.9364	\$ 7,046	\$ 7,193	\$ 7,343	\$ 7,496	\$ 7,651	\$ 7,810	\$ 7,972	\$ 8,138	\$ 8,306	\$ 8,478	\$ 8,654	\$ 8,833	\$ 18,031	\$ 18,403	\$ 18,783	\$ 19,170	\$ 19,566	\$ 19,969	\$ 20,380	\$ 20,799	\$ 21,227	\$ 21,663	\$ 22,108	\$ 22,562	\$ 23,025	\$ 360,608
Hackley Library		2.3516	\$ 5,643	\$ 5,760	\$ 5,880	\$ 6,003	\$ 6,128	\$ 6,255	\$ 6,385	\$ 6,517	\$ 6,652	\$ 6,790	\$ 6,930	\$ 7,074	\$ 14,440	\$ 14,738	\$ 15,042	\$ 15,353	\$ 15,669	\$ 15,992	\$ 16,321	\$ 16,657	\$ 17,000	\$ 17,349	\$ 17,705	\$ 18,069	\$ 18,440	\$ 288,791
MPS Sinking		0.9712	\$ 2,330	\$ 2,379	\$ 2,429	\$ 2,479	\$ 2,531	\$ 2,583	\$ 2,637	\$ 2,692	\$ 2,747	\$ 2,804	\$ 2,862	\$ 2,921	\$ 5,964	\$ 6,087	\$ 6,212	\$ 6,341	\$ 6,471	\$ 6,605	\$ 6,741	\$ 6,879	\$ 7,021	\$ 7,165	\$ 7,312	\$ 7,462	\$ 7,616	\$ 119,269
Local Total		29.7030	\$ 71,275	\$ 72,760	\$ 74,275	\$ 75,820	\$ 77,397	\$ 79,004	\$ 80,644	\$ 82,316	\$ 84,022	\$ 85,762	\$ 87,537	\$ 89,348	\$ 182,389	\$ 186,156	\$ 189,998	\$ 193,917	\$ 197,915	\$ 201,992	\$ 206,152	\$ 210,394	\$ 214,721	\$ 219,135	\$ 223,637	\$ 228,229	\$ 232,913	\$ 3,647,709
Non-Capturable Millages		Millage Rate																										
Community College Debt		0.2700	\$ 648	\$ 661	\$ 675	\$ 689	\$ 704	\$ 718	\$ 733	\$ 748	\$ 764	\$ 780	\$ 796	\$ 812	\$ 1,658	\$ 1,692	\$ 1,727	\$ 1,763	\$ 1,799	\$ 1,836	\$ 1,874	\$ 1,912	\$ 1,952	\$ 1,992	\$ 2,033	\$ 2,075	\$ 2,117	\$ 33,158
Hackley Debt		0.4999	\$ 1,200	\$ 1,225	\$ 1,250	\$ 1,276	\$ 1,303	\$ 1,330	\$ 1,357	\$ 1,385	\$ 1,414	\$ 1,443	\$ 1,473	\$ 1,504	\$ 3,070	\$ 3,133	\$ 3,198	\$ 3,264	\$ 3,331	\$ 3,400	\$ 3,470	\$ 3,541	\$ 3,614	\$ 3,688	\$ 3,764	\$ 3,841	\$ 3,920	\$ 61,391
MPS Debt (2020 & 2021)		7.7500	\$ 18,597	\$ 18,984	\$ 19,380	\$ 19,783	\$ 20,194	\$ 20,613	\$ 21,041	\$ 21,478	\$ 21,923	\$ 22,377	\$ 22,840	\$ 23,312	\$ 47,588	\$ 48,571	\$ 49,574	\$ 50,596	\$ 51,639	\$ 52,703	\$ 53,788	\$ 54,895	\$ 56,024	\$ 57,176	\$ 58,351	\$ 59,549	\$ 60,771	\$ 951,747
Non-Capturable Total		8.5199	\$ 20,444	\$ 20,870	\$ 21,305	\$ 21,748	\$ 22,200	\$ 22,661	\$ 23,132	\$ 23,611	\$ 24,101	\$ 24,600	\$ 25,109	\$ 25,628	\$ 52,316	\$ 53,396	\$ 54,498	\$ 55,623	\$ 56,769	\$ 57,939	\$ 59,132	\$ 60,349	\$ 61,590	\$ 62,856	\$ 64,147	\$ 65,464	\$ 66,808	\$ 1,046,295
Total Tax Increment Revenue (TIR) Available for Capture		\$	143,263	\$ 146,248	\$ 149,293	\$ 152,399	\$ 155,567	\$ 158,798	\$ 162,094	\$ 165,456	\$ 168,885	\$ 172,382	\$ 175,950	\$ 179,589	\$ 329,758	\$ 336,569	\$ 343,516	\$ 350,602	\$ 357,830	\$ 365,202	\$ 372,722	\$ 380,392	\$ 388,216	\$ 396,196	\$ 404,335	\$ 412,638	\$ 421,106	\$ 6,789,007
NOTES:																												
PA 255 Commercial Redevelopment Act Tax Abatement - New Facility is anticipated for 12 years.																												

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan
Harbor 31 Hotel
181 201 Viridian Drive
Muskegon, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ -	\$ -	\$ -
Local	100.0%	\$ -	\$ 2,392,792	\$ 2,392,792
TOTAL				
Local-Only	100.0%	\$ -	\$ 2,392,792	\$ 2,392,792

Estimated Total 25 (including 5 years
Years of Plan: LBRF Capture)

Estimated Capture	
Administrative Fees	\$ 364,771
State Brownfield Redevelopment Fund	\$ -
Local Brownfield Revolving Fund	\$ 890,145

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	TOTAL
Total Local Incremental Revenue	\$ 71,275	\$ 72,760	\$ 74,275	\$ 75,820	\$ 77,397	\$ 79,004	\$ 80,644	\$ 82,316	\$ 84,022	\$ 85,762	\$ 87,537	\$ 89,348	\$ 182,389	\$ 186,156	\$ 189,998	\$ 193,917	\$ 197,915	\$ 201,992	\$ 206,152	\$ 210,394	\$ 214,721	\$ 219,135	\$ 223,637	\$ 228,229	\$ 232,913	\$ 3,647,709
BRA Administrative Fee (10%)	\$ 7,128	\$ 7,276	\$ 7,428	\$ 7,582	\$ 7,740	\$ 7,900	\$ 8,064	\$ 8,232	\$ 8,402	\$ 8,576	\$ 8,754	\$ 8,935	\$ 18,239	\$ 18,616	\$ 19,000	\$ 19,392	\$ 19,791	\$ 20,199	\$ 20,615	\$ 21,039	\$ 21,472	\$ 21,913	\$ 22,364	\$ 22,823	\$ 23,291	\$ 364,771
Local TIR Available for Reimbursement	\$ 64,148	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 164,150	\$ 167,540	\$ 170,998	\$ 174,526	\$ 178,123	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249	\$ 197,221	\$ 201,273	\$ 205,406	\$ 209,621	\$ 3,282,938
Total State & Local TIR Available	\$ 114,539	\$ 116,926	\$ 119,360	\$ 121,843	\$ 124,376	\$ 126,960	\$ 129,595	\$ 132,282	\$ 135,024	\$ 137,820	\$ 140,672	\$ 143,582	\$ 256,256	\$ 261,549	\$ 266,947	\$ 272,454	\$ 278,070	\$ 283,799	\$ 289,643	\$ 295,603	\$ 301,683	\$ 307,884	\$ 314,210	\$ 320,661	\$ 327,242	\$ 5,318,982
DEVELOPER	Beginning Balance																									
Reimbursement Balance	\$ 2,392,792	\$ 2,328,645	\$ 2,263,160	\$ 2,196,312	\$ 2,128,074	\$ 2,058,417	\$ 1,987,314	\$ 1,914,734	\$ 1,840,649	\$ 1,765,029	\$ 1,687,843	\$ 1,609,060	\$ 1,528,647	\$ 1,364,497	\$ 1,196,957	\$ 1,025,959	\$ 851,433	\$ 673,310	\$ 491,516	\$ 305,980	\$ 116,625	\$ -	\$ -	\$ -	\$ -	\$ -
Local-Only Costs	\$ 1,622,050	\$ 1,622,050	\$ 1,557,902	\$ 1,492,418	\$ 1,425,570	\$ 1,357,332	\$ 1,287,675	\$ 1,216,571	\$ 1,143,992	\$ 1,069,907	\$ 994,287	\$ 917,101	\$ 838,317	\$ 757,904	\$ 593,754	\$ 426,214	\$ 255,216	\$ 80,691	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ 64,148	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 164,150	\$ 167,540	\$ 170,998	\$ 174,526	\$ 181,793	\$ 185,536	\$ 189,355	\$ 193,249	\$ 197,221	\$ 201,273	\$ 205,406	\$ 209,621	\$ 1,622,050
Total Local-Only Reimbursement Balance	\$ -	\$ 1,557,902	\$ 1,492,418	\$ 1,425,570	\$ 1,357,332	\$ 1,287,675	\$ 1,216,571	\$ 1,143,992	\$ 1,069,907	\$ 994,287	\$ 917,101	\$ 838,317	\$ 757,904	\$ 593,754	\$ 426,214	\$ 255,216	\$ 80,691	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Simple Interest Expense (5%)	\$ 770,742	\$ -	\$ 77,895	\$ 152,516	\$ 223,795	\$ 291,661	\$ 356,045	\$ 416,873	\$ 474,073	\$ 527,568	\$ 577,283	\$ 623,138	\$ 665,054	\$ 702,949	\$ 732,636	\$ 753,947	\$ 766,708	\$ 770,742	\$ 673,310	\$ 491,516	\$ 305,980	\$ 116,625	\$ -	\$ -	\$ -	\$ -
Annual Interest Incurred	\$ 77,895	\$ 74,621	\$ 71,279	\$ 67,867	\$ 64,384	\$ 60,829	\$ 57,200	\$ 53,495	\$ 49,714	\$ 45,855	\$ 41,916	\$ 37,895	\$ 29,688	\$ 21,311	\$ 12,761	\$ 4,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 770,742
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,433	\$ 181,793	\$ 185,536	\$ 189,355	\$ 116,625	\$ -	\$ -	\$ -	\$ -
Total Interest Reimbursement Balance	\$ 77,895	\$ 152,516	\$ 223,795	\$ 291,661	\$ 356,045	\$ 416,873	\$ 474,073	\$ 527,568	\$ 577,283	\$ 623,138	\$ 665,054	\$ 702,949	\$ 732,636	\$ 753,947	\$ 766,708	\$ 770,742	\$ 673,310	\$ 491,516	\$ 305,980	\$ 116,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement	\$ 64,148	\$ 65,484	\$ 66,848	\$ 68,238	\$ 69,657	\$ 71,104	\$ 72,579	\$ 74,085	\$ 75,620	\$ 77,186	\$ 78,784	\$ 80,413	\$ 164,150	\$ 167,540	\$ 170,998	\$ 174,526	\$ 178,123	\$ 181,793	\$ 185,536	\$ 189,355	\$ 116,625	\$ -	\$ -	\$ -	\$ -	\$ -
LOCAL BROWNFIELD REVOLVING FUND																										
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 890,145
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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

Appendix 1

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Resolutions Pending

Appendix 2

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Development and Reimbursement Agreement Pending

Appendix 3

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Notices Pending

Appendix 4

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Notices Pending

Appendix 5

City of Muskegon
Brownfield Redevelopment Authority
Application for Inclusion in the Muskegon Brownfield Plan

Introduction

The purpose of the City of Muskegon Brownfield Redevelopment Authority is to provide financial incentives for economic development projects within the City of Muskegon where environmental contamination, blight, or functional obsolescence create an impediment to redevelopment of property. Inclusion of a project in the Muskegon Brownfield Plan can result in certain eligible activities being financed through tax increment financing. The statutory authorization for Brownfield Authorities and Brownfield tax increment financing are found in Michigan's Public Act 381 of 1996, as amended, the Brownfield Redevelopment Financing Act (Act 381).

What are the advantages of being included in the Muskegon Brownfield Plan?

Tax Increment Financing

Inclusion in the Brownfield Plan allows the developer/business the use of tax increment financing for reimbursement of "eligible activities". These may include:

- 1) *Environmental Response Activities, including Baseline Environmental Assessments, Due Care Activities, and other environmental response activities.*
- 2) *Demolition*
- 3) *Public Infrastructure Improvements*
- 4) *Site Preparation*
- 5) *Lead and Asbestos Abatement*

Do you want to be in the City of Muskegon Brownfield Plan?

First, you need to ask yourself the following questions:

- 1) Is the property where the project proposed a "facility"? ("Facility" is defined by Part 201 of NREPA as property where the concentration of a hazardous substance in soil or groundwater exceeds the applicable Michigan Residential Generic Cleanup Criteria.)
- 2) Is a building on the property where the project is proposed considered "Blighted"? Blighted is defined by Act 381, as property that meets any of the following criteria:
 - a) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance;
 - b) Is an attractive nuisance to children because of physical condition, use, or occupancy;
 - c) Is a fire hazard or is otherwise dangerous to the safety of persons or property;
 - d) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- 3) Is the property where the project is proposed considered "Functionally Obsolete"? Functionally Obsolete is defined by Act 381, as "unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property." The City would be involved in making this determination through a qualified assessor.

If you answer yes to any of the questions above, the following steps should be taken.

- 1) Contact the City of Muskegon Planning & Economic Development Department to discuss your project and discuss the project feasibility (appropriate development, proper zoning, eligible according to the applicable statute, etc).
- 2) City staff and/or Brownfield Consultant will work with you to discuss project eligibility and to evaluate the Brownfield incentives as they may apply to the proposed project (does it make sense for your company to pursue this incentive, or are other avenues more appropriate?)
- 3) Once the decision is made to proceed to prepare an amendment to the Brownfield Plan, the applicant then files an application to the City to be included in the Muskegon Brownfield Plan (see Fees below). The City staff and/or its Brownfield Consultant, and the applicant will identify the “eligible activities” that may be eligible for reimbursement through tax increment financing. Review and approval of eligible activities by the Michigan Strategic Fund (MSF) and/or the Michigan Department of Environmental Quality (MDEQ) will be required if school operating taxes will be captured for certain eligible activities. The applicant must submit a proposed amendment to the Muskegon Brownfield Plan. After review and discussion with the City staff, the proposed amendment to the Brownfield Plan will be presented to the Brownfield Redevelopment Authority for approval, then to the City Commission for a public hearing.
- 4) If approved by the Muskegon City Commission, the Brownfield Plan will be amended to include the project.
- 5) If eligible activities are identified and approved for reimbursement through tax increment financing, it will be necessary for the developer/business to pay the initial costs for MDEQ “eligible activities” and/or MSF eligible activities. Public infrastructure improvements may have alternative financing mechanisms. Act 381 also authorizes bonding; this is entirely subject to consideration and approval by the City. The financing and reimbursement of “eligible activities” through the Brownfield Plan amendment will be addressed in a Development and Reimbursement Agreement between the City and the Developer/Business.

Fees

There is an administrative fee for inclusion in the City of Muskegon Brownfield Plan. These costs include staff time to review and evaluate the proposed Plan Amendment and Development and Reimbursement Agreement, coordination between the developer/business, consultants, and city preparation of and mailing of notices, etc. **The fee for inclusion in the Brownfield Plan is \$5,000**

Process for Adoption of Brownfield Plan Amendment

- I. Potential Brownfield Plan Amendment Applicant contacts the City of Muskegon Department of Planning and Economic Development regarding the City’s interest in helping to facilitate the proposed brownfield redevelopment project. If the project is **located in the City of Muskegon**, and is a “**facility**” (as defined in Part 201 of the Natural Resources and Environmental Protection Act, Act 451, Public Acts of Michigan, 1994, as amended), or is “**functionally obsolete**” or “**blighted**”, as defined by the Brownfield Redevelopment Financing Act, Act 318 of 1996, as amended, and it appears that the proposed project is consistent with the City’s Master Land Use plan and any associated plan, the developer/business will coordinate with planning staff and/or the City Brownfield Consultant.

- II. The applicant works with the City of Muskegon staff/ Brownfield Consultant and evaluates whether inclusion in the Brownfield Plan is appropriate and beneficial to the proposed development project. If it is, the applicant **prepares and submits a Brownfield Plan Application**, (see Fees above). The Plan Amendment is required to be completed by the applicant and/or their consultant/attorney.
- III. The Applicant works with the City Planning & Economic Development Staff/Brownfield consultant to refine/ modify the Plan Amendment as necessary
- IV. The City schedules a Brownfield Redevelopment Authority (BRA) Meeting. The Brownfield Redevelopment Authority considers a resolution approving the Brownfield Plan Amendment and, if approved, recommends approval to the City Commission.
- V. The Developer/business prepares and submits a Development and Reimbursement Agreement to the City. This is reviewed and negotiated. When finalized, it is presented to the BRA for approval and forwarded to the City Commission for approval.
- VI. The City Commission adopts a resolution providing notice to taxing jurisdictions and applicable State Agencies (MDEA and/or MSF) setting a public hearing (the City Commission meets on the second and fourth Tuesday of each month, agenda items must be prepared by the Tuesday prior to City Commission meeting).
- VII. The City posts a notice of the public hearing. Not less than 10 days prior to the public hearing. The City sends notice of the public hearing to the legislative body of each taxing unit levying taxes subject to capture, as well as the MDEQ for plans including eligible environmental response activities and to the Michigan Strategic Fund (MSF) for plans including eligible non-environmental costs, not less than 10 days prior to the public hearing. The City Commission holds a public hearing on the adoption of the resolution approving the Brownfield Plan (not less than 10 days after sending notice of the proposed Brownfield Plan Amendment to the taxing jurisdictions).
- VIII. If the City Commission approves the Brownfield Plan Amendment, the Developer/Business develops an Act 381 work plan for the “eligible activities”. The Brownfield Authority submits the Act 381 to the appropriate state agency (MDEQ for eligible environmental response activities, MSF for Demolition, Public Infrastructure Improvements, Site Preparation, Lead and Asbestos Abatement) for review and approval.
- IX. The City of Muskegon will notify the County Assessor of the Plan Amendment.

City of Muskegon
Brownfield Redevelopment Authority
Application for Inclusion in the Muskegon Brownfield Plan

This application requests information that may be utilized to amend the "City of Muskegon Brownfield Redevelopment Authority Brownfield Plan", as originally approved by the City Commission of the City of Muskegon on April 14, 1998. Please complete the information requested below and return to the Planning Department, City of Muskegon. In order to process the application, a fee of \$5,000 is required.

Applicant Information

Company Name (Developer/Business): Lakeshore Hotel Partners, LLC

Contact Person and Title: Mike Houseman , Member

Contact Person Mailing Address: 4045 Barden Drive SE, Grand Rapids, MI 49512

Contact Person's Phone Number: 616-949-3360 Fax No. _____

Contact Person's E-Mail Address: mhouseman@WolvGroup.com

Project Information

Location of Eligible Property: 181 & 201 Viridian Drive, Muskegon, Michigan 49440

Legal Description/Parcel Number: 61-24-607-000-0007-00 & 61-24-607-000-0006-00

Property Ownership: Muskegon Lakefront, LLC current Owner
Lakeshore Hotel Partners, LLC will be acquiring the property for the redevelopment

Current Use of Property: Vacant

Type of Brownfield Amendment Requesting: (Please check all that apply:)

Tax Increment Financing for Eligible Activities X

Is the proposed site a "facility" (as defined by Part 201)? X (Please provide a copy of the executive summary of any environmental reports available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.)

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? _____ (Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? _____ (Please provide supporting information.)

CITY OF MUSKEGON BROWNFIELD REDEVELOPMENT APPLICATION DISCLOSURE STATEMENT

Project Name: Harbor 31 Hotel

Developer Name: Lakeshore Hotel Partners, LLC

Contractor Name (if applicable): Wolverine Building Group

Project Location: 181 & 201 Viridian Drive, Muskegon, Michigan 49440

Date: November 5, 2024

1. Purpose of the Disclosure Statement

The purpose of this document is to inform the City of Muskegon Brownfield Redevelopment Authority and its stakeholders that [Developer Name], the developer engaged in the [Project Name] Brownfield Redevelopment Project, intends to use a contracting business that they own or have a financial interest in, [Contractor Name], to provide services for the project.

This disclosure is made in the interest of transparency and in accordance with ethical business practices, to avoid any perceived or actual conflict of interest, and to ensure compliance with local, state, and federal regulations concerning Brownfield Redevelopment projects.

2. Developer's Affiliated Contracting Business

[Developer Name], through their ownership or partnership in [Contractor Name], will provide contracting services for [Project Name]. These services may include, but are not limited to:

- [List of services provided.]

3. Compliance with City Policies and Regulations

The developer affirms that the selection of [Contractor Name] complies with all applicable procurement policies and regulations governing Brownfield Redevelopment projects. The contracting business is fully licensed and insured to perform the required services in the City of Muskegon.

4. Mitigation of Conflicts of Interest

The developer acknowledges the potential for a perceived conflict of interest due to the dual role of acting as both the developer and contractor. To mitigate any conflicts:

- The developer agrees to maintain clear and transparent records regarding any financial transactions between the developer and [Contractor Name].
- The developer will provide documentation to the City of Muskegon regarding competitive bidding processes (if applicable) and the reason for selecting Contractor Name].





CITY OF MUSKEGON

- The developer will comply with any additional requirements set forth by the City of Muskegon to ensure the integrity of the project.

5. Certification

The undersigned certifies that the information provided in this disclosure is true, accurate, and complete to the best of their knowledge. The developer understands that the City of Muskegon reserves the right to request additional information or impose conditions to ensure that the project is conducted in accordance with the city's rules and standards.

Developer Name: ~~Harbor 31 Hotel LLC~~ Harbor 31 Hotel LLC
Developer Signature: [Signature]
Date: 11/5/24

Contractor Name (if different): Upperre Building Group
Contractor Signature: [Signature]
Date: 11/5/24

Muskegon Brownfield Redevelopment Authority:

City Representative Signature: _____

Date: _____



RESOLUTION APPROVING THE BROWNFIELD PLAN AMENDMENT

Lakeshore Hotel Partners, LLC, (181 and 201 Viridian Drive)

(Harbor 31 Hotel)

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 10th day of December, 2024 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 Lakeshore Hotel Partners, LLC, 181 and 201 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 December 10, 2024.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

AYES:

NAYS:

RESOLUTION DECLARED APPROVED.

Ann Marie Meisch, City Clerk

Ken Johnson, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Muskegon, County of Muskegon, State of Michigan, at a regular meeting held on December 10, 2024 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